

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC	FORMERLY Highbridge Principal Strategies, LLC	04/06/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TPI Technology, Inc.		
Street Address:	8501 N. Scottsdale Road, Suite 100		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85253		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1953608	SCRIMP	
Registration Number:	2769424	SCRIMP	
CORRESPONDENCE DATA			
Fax Number:	6465584206		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023464041		
Email:	sabella@goodwinlaw.com		
Correspondent Name:	Serv R. Abella		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Serv R. Abella		
SIGNATURE:	/s/ Serv R. Abella		
DATE SIGNED:	04/11/2018		
Total Attachments: 5			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 6, 2018 (the "Release Date") by HPS Investment Partners, LLC, a Delaware limited liability company (formerly known as Highbridge Principal Strategies, LLC), in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of TPI Technology, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor, together with other Grantors (listed as Grantors in the Security Agreement), has entered into that certain Pledge and Security Agreement, dated as of August 19, 2014 with Collateral Agent (as amended, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, Grantor granted to the Collateral Agent security interests in and to certain assets of the Grantor, including, without limitation, any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A hereto, (ii) all extensions, modifications and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world (the "Trademarks"), pursuant to that certain Trademark Security Agreement dated as of August 19, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by Grantor in favor of the Collateral Agent;

WHEREAS, the Collateral Agent has filed with the United States Patent & Trademark Office (the "USPTO") notices of security interests in the Trademarks; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing under the Security Agreement and any other financing documents executed in connection therewith and has requested that the Collateral Agent release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Collateral Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademarks granted by the Grantor under the Security Agreement, and hereby

assigns, transfers and conveys to the any and all right, title and interest the Collateral Agent may have in and to the Trademarks.

2. Recordation of Release. The Collateral Agent understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Collateral Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

HPS INVESTMENT PARTNERS, LLC

By: Michael Fenstermacher

Name: MICHAEL FENSTERMACHER

Title: MANAGING DIRECTOR

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006346 FRAME: 0345

Accepted:

TPI TECHNOLOGY, INC.

By: 
Name: William Siwek
Title: Chief Financial Officer

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 006346 FRAME: 0346

EXHIBIT A

Trademarks Registrations and Applications

Mark	Registration No.
SCRIMP	1,953,608
SCRIMP	2,769,424