# CH \$65.00 43517

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM493401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		10/10/2018	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	BISON ACQUISITION II CORPORATION	
Street Address:	2601 Weck Drive	
City:	Research Triangle Park	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
Entity Type:	Corporation: DELAWARE	
Name:	SCM METAL PRODUCTS, INC.	
Street Address:	2601 Weck Drive	
City:	Research Triangle Park	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
Entity Type:	Corporation: DELAWARE	
Name:	ACUPOWDER INTERNATIONAL, L.L.C.	
Street Address:	2601 Weck Drive	
City:	Research Triangle Park	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
Entity Type:	Limited Liability Company: NEW JERSEY	
Name:	ACUPOWDER TN, LLC	
Street Address:	2601 Weck Drive	
City:	Research Triangle Park	
State/Country:	NORTH CAROLINA	
Postal Code:	27709	
Entity Type:	Limited Liability Company: NEW JERSEY	
Name:	ECKA GRANULES OF AMERICA LLC	
Street Address:	2601 Weck Drive	
City:	Research Triangle Park	

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State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	Limited Liability Company: SOUTH CAROLINA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4351760	GLOBAL SOLUTIONS IN METAL POWDERS
Registration Number:	0538975	CUBOND

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Email:** ebensoul@paulweiss.com, aspoto@paulweiss.com,

dewilliams@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19845-021
NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/edb/
DATE SIGNED:	10/10/2018

#### **Total Attachments: 5**

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# TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of October 10, 2018, and made by PNC BANK, NATIONAL ASSOCIATION (the "Grantee"), to BISON ACQUISITION II CORPORATION, a Delaware corporation ("Parent"), SCM METAL PRODUCTS, INC., a Delaware corporation ("Grantor"), **ACUPOWDER** INTERNATIONAL, L.L.C., a New Jersey limited liability company ("ACPI"), ACUPOWDER TN, LLC, a New Jersey limited liability company ("ACPTN"), and ECKA GRANULES OF AMERICA LLC, a South Carolina limited liability company ("ECKA LLC"), (ECKA LLC and collectively with Parent, Grantor, ACPI and ACPTN, each a "Credit Party", collectively, the "Credit Parties").

WHEREAS, pursuant to that Amended and Restated Trademark Security Agreement dated as of March 31, 2016 made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement amended, restated, replaced and superseded (but did not constitute a novation of) that certain Trademark Security Agreement dated as of December 23, 2008 made by Grantor in favor of Grantee (the "Original Security Agreement");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on September 29, 2016 at Reel/Frame 5887/0009 and the Original Security Agreement was recorded at the USPTO on December 23, 2008 at Reel/Frame 3908/0646; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement and the Original Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

#### 1. Definitions.

- a. The term "<u>Trademarks</u>" as used herein, shall mean all of the Grantor's and/or any other Credit Party's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on <u>Schedule A</u> hereto.
- b. The term "<u>Trademark Collateral</u>" as used herein, shall mean all of the Grantor's and/or any other Credit Party's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (i) all of the Grantor's and/or any other Credit Party's trademarks, trademark applications, service marks, trade names, mask works and

associated goodwill, and licenses for any of the foregoing, including, without limitation, the Trademarks, (ii) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and (iii) all products and proceeds of the foregoing, including any claim by the Grantor and/or any other Credit Party against third parties for past, present or future infringement or dilution of any of the foregoing or any trademark licensed under any license.

- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Agreement and the Original Security Agreement and terminates, releases and discharges fully its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademark Collateral.
- Recordation. Grantee hereby authorizes the Grantor, or the Grantor's authorized representative or representatives, as the case may be, to (i) record this Termination with the USPTO and any other applicable governmental office or agency and/or (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Grantee in the Trademark Collateral. Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Termination. Grantee further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Termination and the Grantor's right, title and interest in, to and under the Trademark Collateral.
- 4. <u>Delivery</u>. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Termination shall be effective as delivery of an original executed counterpart of this Termination.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

Name: Steve Roberts

Title: Senior Vice President

# **SCHEDULE A**

# **Trademarks**

Grantor	Country	Trademark	Description of Trademark	Application/ Registration Number	Application/ Registration Date
SCM METAL PRODUCTS, INC.	U.S.	GLOBAL BUSINESS SOLUTIONS IN METAL POWDERS	Pastes containing metal powders for use in joining	4351760	06/11/2013
SCM METAL PRODUCTS, INC.	U.S.	CUBOND	Brazing paste	538975	03/06/1951
SCM METAL PRODUCTS, INC.	United Kingdom	CUBOND	Brazing preparations included in Class 1	1386175	10/12/1990
SCM METAL PRODUCTS, INC.	Japan	CUBOND	Brazing pastes, brazing creams	2398295	04/30/1992
SCM METAL PRODUCTS, INC.	Korea	CUBOND	Brazing pastes, brazing creams	40-0562276	10/09/2003
SCM METAL PRODUCTS, INC.	Australia	CUBOND	Brazing pastes and creams	512160	06/06/1989
SCM METAL PRODUCTS, INC.	European Union	CUBOND	Brazing pastes	8696635	05/04/2010
SCM METAL PRODUCTS, INC.	China	CUBOND	Brazing pastes and creams	582943	2/10/1992
SCM METAL PRODUCTS, INC.	France	CUBOND	Chemical products for industry, science, and photography, for agriculture, horticulture, and sylviculture, artificial resins in rough state, plastics in rough state, fertilizers, preparations for tempering and soldering metals, pastes and creams for soldering,	1534878	06/06/1989

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			chemical products for preserving foods, tanning materials, adhesives for industry		
SCM METAL PRODUCTS, INC.	Germany	CUBOND	Brazing pastes and creams	1154486	06/05/1989
SCM METAL PRODUCTS, INC.	Mexico	CUBOND	Soldering paste and creams	375406	06/14/1989
SCM METAL PRODUCTS, INC.	Taiwan	CUBOND	Brazing preparations	472475	02/16/1990

# <u>Licenses</u>

None.

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**RECORDED: 10/10/2018**