# OP \$65.00 3511550

ETAS ID: TM530282

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Partial Release (Reel 4774 / Frame 0301) - ABL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/28/2019	Bank: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Milacron LLC
Street Address:	3010 Disney Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	Limited Liability Company: DELAWARE

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

Property Type	Number	Word Mark
Registration Number:	3511550	UNILOY
Registration Number:	3967865	UNILOY

### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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.

**Phone:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/02/2019

### **Total Attachments: 6**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)		
5.1.6	Additional names, addresses, or citizenship attached?		
Bank of America, N.A.	Name: Milacron LLC		
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	Street Address: 3010 Disney Street		
☐ Partnership ☐ Limited Partnership ☐ Corporation- State:	City: Cincinnati		
─────────────────────────────────────	State: OH		
Citizenship (see guidelines) USA	Country: US Zip: 45209		
Additional names of conveying parties attached? Yes X No	Individual(s) Citizenship		
3. Nature of conveyance/Execution Date(s):	Association Citizenship		
•	Limited Partnership Citizenship		
Execution Date(s) June 28 2019	Corporation Citizenship Delaware, USA		
Assignment Merger	Other_Limited Liability Company - Delaware, USA		
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic		
Other_Partial Release (Reel 4774 / Frame 0301) - ABL	representative designation is attached: Yes No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and	identification or description of the Trademark.		
A. Trademark Application No.(s)  Text	B. Trademark Registration No.(s)		
	3511550, 3967865		
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes No  Date if Application or Registration Number is unknown):		
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F. Marrie G. a. Lillian of the control of the contr			
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Doris Ka, Senior Paralegal (IP)	6. Total number of applications and registrations involved: 2		
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 80 Pine Street	<ul><li>☐ Authorized to be charged to deposit account</li><li>☐ Enclosed</li></ul>		
City:New York	8. Payment Information:		
State:NY Zip:_10005			
Phone Number: (212) 701-3569			
Docket Number: 08061.1736 (ABL)	Deposit Account Number		
Email Address:dka@cahill.com	Authorized User Name		
9. Signature:	July 2, 2019		
Signature	Date		
Doris Ka	Total number of pages including cover sheet, attachments, and document:		
Name of Person Signing	, and a second series are a second series and a second series and a second series are a second series are a second series and a second series are a second series are		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of June 28, 2019 (the "<u>Effective Date</u>"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "<u>Agent</u>"), in favor of the grantor party identified on the signature page hereto (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of April 30, 2012 by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of April 30, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on May 7, 2012 at Reel/Frame 004774/0301;

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Officer's Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, and intending to be legally bound hereby, releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule I attached hereto and the goodwill associated therewith (the "Released Trademark Collateral"), arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Release Trademark Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Release Trademark Collateral and to no other collateral arising under the Security Agreement or the Intellectual Property Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Intellectual Property Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including,

without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the Secured Parties

By:\_\_\_\_\_\_

Name: Brad Breidenbach

Title: Senior Vice President

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

> BANK OF AMERICA, N.A., acting in its capacity as collateral agent for the **Secured Parties**

By:	 	
Name:		
Title:		

**GRANTOR:** 

MILACRON LLC

Name: MOMAS I. GOEKE
Title: Chairman, President & CEO

## Schedule I Released Trademark Collateral

**RECORDED: 07/02/2019** 

UNILOY (U.S. Registration Number 3511550)
 UNILOY & Design (U.S. Registration Number 3967865)