

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530576

| | | | |
|---|----------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BANK OF AMERICA, N.A. | | 07/01/2019 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | SPEAR USA INC. | | |
| Street Address: | 4053 Clough Woods Drive | | |
| City: | Batavia | | |
| State/Country: | OHIO | | |
| Postal Code: | 45103 | | |
| Entity Type: | Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2712564 | CLEAR & SIMPLE | |
| Registration Number: | 4532319 | | |
| Registration Number: | 2641787 | SPEAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | nicolef@agilelegal.com | | |
| Correspondent Name: | Elaine Carrera, Senior Paralegal | | |
| Address Line 1: | 80 Pine St | | |
| Address Line 2: | Cahill, Gordon & Reindel LLP | | |
| Address Line 4: | New York, NEW YORK 10005 | | |
| NAME OF SUBMITTER: | Nicole M Fulton | | |
| SIGNATURE: | /nicole m fulton/ | | |
| DATE SIGNED: | 07/04/2019 | | |
| Total Attachments: 5 | | | |
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| source=52(b). Monarch - Multi-Color Term Loan Spear Trademark Release#page2.tif | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 1, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Spear USA Inc.

Street Address: 4053 Clough Woods Drive

City: Batavia

State: OH

Country: USA Zip: 45103

- individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship USA-OH
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic 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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 1, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

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 TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 1, 2019 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement, dated as of October 31, 2017 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 "Guaranty and Collateral Agreement"), the Grantor granted to the Agent, in its capacity as Administrative Agent for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Grantor executed and delivered a Notice of Grant of Security Interest in Trademarks, dated as of November 10, 2017 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 14, 2017 at Reel/Frame 6204/0379;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guaranty and Collateral Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby irrevocably releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule A attached hereto (the "Trademark Collateral"), arising under the Guaranty and Collateral Agreement and the Trademark Security Agreement and all goodwill associated therewith or symbolized thereby. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns any such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Recordal. The Agent hereby authorizes each Grantor, or each Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.
5. Further Assurances. 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.
6. Governing Law. 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.


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 Administrative Agent for the Secured Parties**

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

GRANTOR:


SPEAR USA INC.

By:  _____

Name: Sharon E. Birkett

Title: Vice President, Chief Financial Officer and
Secretary

Schedule A

| No. | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|------------|----------------|---|-------------------|--------------------|-----------------|------------------|
| 1. | Spear USA, LLC | CLEAR & SIMPLE | 76143889 | 10/09/2000 | 2712564 | 05/06/2003 |
| 2. | Spear USA, LLC | Design  | 85964965 | 06/20/2013 | 4532319 | 05/20/2014 |
| 3. | Spear USA, LLC | SPEAR | 76140188 | 10/04/2000 | 2641787 | 10/29/2002 |