# OP \$40.00 3114172

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM540991

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/13/2019	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	S & S TOOL & SUPPLY, INC.			
Street Address:	2700 Maxwell Way			
City:	Fairfield			
State/Country:	CALIFORNIA			
Postal Code:	94534			
Entity Type:	Corporation: CALIFORNIA			

### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark	
Registration Number:	3114172	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT	

### **CORRESPONDENCE DATA**

**Fax Number:** 4124545060

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:** 4124545000

Email: docketingpgh@pepperlaw.com

Correspondent Name: PEPPER HAMILTON LLP
Address Line 1: UNION TRUST BUILDING

Address Line 2: 501 GRANT STREET, SUITE 300

Address Line 4: PITTSBURGH, PENNSYLVANIA 15219-4429

NAME OF SUBMITTER:	Paula j. watson
SIGNATURE:	/Paula J. Watson/
DATE SIGNED:	09/16/2019

### **Total Attachments: 4**

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TRADEMARK REEL: 006746 FRAME: 0050

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "Release") is made this 13th day of September, 2019, by Bank of America, N.A., as administrative agent and collateral agent (in such capacities, "Agent"), in favor of S & S Tool & Supply, Inc., a California corporation ("Pledgor").

WHEREAS, pursuant to the terms and conditions of that Security Agreement [Multiple Use] by Pledgor and in favor of Agent, dated as of December 17, 2018 (the "Security Agreement"), Pledgor granted to Agent, for the benefit of the Secured Parties, a continuing security interest in all of Pledgor's right, title and interest in, including, but not limited to, the Pledgor's trademark registrations and trademark applications;

WHEREAS, reference is made to a certain Notice of Grant of Security Interest in Trademarks dated as of December 17, 2018 (the "<u>Trademark Security Agreement</u>") by Pledgor in favor of Agent;

WHEREAS, in connection with the Security Agreement, Pledgor granted to Agent a security interest in, and mortgage on, all right, title and interest of Pledgor in and to the Trademarks (as defined in the Trademark Security Agreement), including the Trademarks set forth in <a href="Exhibit A">Exhibit A</a> hereof, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation any and all causes of action which may exist by reason of infringement thereof (collectively the "Trademark Collateral"); and

WHEREAS, Pledgor's obligations under the Security Agreement have been satisfied in full;

WHEREAS, pursuant to the Security Agreement, Agent has the requisite power and authority to release and discharge its security interest in and to the Trademark Collateral; and

WHEREAS, the parties hereto desire to confirm and evidence the termination and release of Agent's security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely, without recourse to or representation or warranty of any kind by Agent, (i) reassigns to Pledgor all of Agent's right, title and interest in and to the Trademark Collateral and (ii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Trademark Collateral, including, without limitation, the Trademarks set forth on Exhibit A.

Agent shall take all further reasonable actions, and provide to Pledgor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Pledgor to more fully and effectively effectuate the purposes of this

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Release, in each case, at Pledgor's expense. By this instrument, Agent authorizes Pledgor to record this Release with the USPTO.

This Release shall be governed by the internal laws of the State of New York, without giving effect to the choice of law provisions thereof.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed by its respective duly authorized representative as of the date first above written.

BANK OF AMERICA, N.A., as Agent

Name: Adriana Acosta

Title: Vice President

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# Exhibit A Trademarks

Obligor	Country	Mark	Reg. No.	Issue Date	Status
S & S Tool & Supply, Inc.	USA	S AND S SUPPLIES & SOLUTIONS "WE TAKE IT PERSONALLY"	3114172	July 11, 2006	Registered

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TRADEMARK REEL: 006746 FRAME: 0054