

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609913

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAME NO.: 5469/0153

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		11/16/2020	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	SIMPSON PERFORMANCE PRODUCTS, INC.
Street Address:	185 ROLLING HILLS ROAD
City:	MOORESVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28117
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3050920	SIMPSON
Registration Number:	1243427	SIMPSON
Registration Number:	3026334	SIMPSON
Registration Number:	3026333	SIMPSON
Registration Number:	5024936	TWISTED STITCH SEATS
Registration Number:	4986223	BANDIT
Registration Number:	1714637	HANS
Registration Number:	3640664	EJECT
Registration Number:	3811356	QUICK CLICK
Registration Number:	6063424	SIMPSON
Registration Number:	6063425	SIMPSON

CORRESPONDENCE DATA

Fax Number: 4154391500

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: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

CH \$290.00 3050920

Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER: 46118-2

NAME OF SUBMITTER: Maria Banda

SIGNATURE: /Maria Banda/

DATE SIGNED: 11/19/2020

Total Attachments: 4

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**TERMINATION AND RELEASE OF TRADEMARK
SECURITY AGREEMENT**

November 16, 2020

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of November 16, 2020 by Ares Capital Corporation, in its capacity as administrative agent and collateral agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of Simpson Performance Products, Inc. (the "Grantor").

WHEREAS, the Grantor and the Collateral Agent entered into that certain Credit Agreement, dated as of February 20, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, certain affiliates of the Grantor from time to time a party thereto, lenders from time to time party thereto (the "Lenders"), the Revolving Agent, L/C Issuer and Collateral Agent (together with the Lenders, the Revolving Agent, and L/C Issuer, each a "Secured Party" and collectively, the "Secured Parties");

WHEREAS, in connection with the Credit Agreement, the Grantor and other "Debtors" party thereto executed and delivered that certain Security Agreement, dated as of February 20, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of February 20, 2015, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 5469, Frame 0153 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement" and together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor ("Releasee"), granted to Ares Capital Corporation, as the Collateral Agent for the benefit of the Secured Parties ("Releasor"), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, as defined in the Trademark Security Agreement, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt payment and performance when due of any and all Secured Obligations (as such term is defined in the Security Agreement); and

WHEREAS, pursuant to that certain Payoff Letter dated as of November 16, 2020, entered into by Holdings, Borrower, Guarantors, the Revolving Agent and the Collateral Agent, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantor, and accordingly Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for other good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges its Lien on and security interest in the Trademark Collateral, (ii) re-transfers and re-assigns to the Grantor any and all right, title and interest that the Collateral Agent may have in the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary to relinquish its security interests in the Trademark Collateral and effect the release of such rights to the Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.


3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

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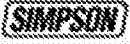
IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Current Owner	Application No. / Date	Registration No. / Date	Status
SIMPSON	United States	Simpson Performance Products, Inc.	78/975949 11/8/2002	3050920 1/24/2006	Registered
SIMPSON and Design	United States	Simpson Performance Products, Inc.	73/213590 4/30/1979	1243427 6/28/1983	Registered
SIMPSON and Design	United States	Simpson Performance Products, Inc.	76/977443 11/12/2002	3026334 12/13/2005	Registered
SIMPSON and Design	United States	Simpson Performance Products, Inc.	76/977431 11/12/2002	3026333 12/13/2005	Registered
TS	United States	Simpson Performance Products, Inc.	86/517657 1/29/2015		Abandoned
TWISTED STITCH	United States	Simpson Performance Products, Inc.	86/517660 1/29/2015	5,024,936 8/23/2016	Registered
SIMPSON SAFETY EQUIPMENT and Design	United States	Simpson Performance Products, Inc.	73/213566 4/30/1979	1243426 6/28/1983	Cancelled
BANDIT	United States	Simpson Performance Products, Inc.	86/402909 9/23/2014	4,986,223 6/28/2016	Registered
HANS	United States	Simpson Performance Products, Inc.	74091431 08/27/1990	1714637 09/08/1992	Registered
EJECT	United States	Simpson Performance Products, Inc.	77399306 02/18/2008	3640664 06/16/2009	Registered
HUTCHENS DEVICE	United States	Simpson Performance Products, Inc.	76334567 11/05/2001	2670604 12/31/2012	Abandoned
QUICK CLICK	United States	Simpson Performance Products, Inc.	77369856 01/11/2008	3811356 06/29/2010	Registered
VISION ADVANTAGE	United States	Simpson Performance Products, Inc.	77369845 01/11/2008	3904658 01/11/2011	Lapsed
WRENCHERS & Design	United States	Simpson Performance Products, Inc.	74443857 10/04/1993	1894141 05/16/1995	Lapsed
SIMPSON	United States	Simpson Performance Products, Inc.	88658827 10/17/2019	6,063,424 05/26/2020	Registered
	United States	Simpson Performance Products, Inc.	88658833 10/17/2019	6,063,425 05/26/2020	Registered