

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Intellectual Property, recorded at Reel/Frame 6340/0295		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		12/07/2020	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Alma Products I LLC f/k/a Alma Products I, Inc.		
Street Address:	7350 Young Drive		
City:	Walton Hills		
State/Country:	OHIO		
Postal Code:	44146		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2709199	APCOAIR	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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>			
Phone:	2024678800		
Email:	behogue@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Laura T. Geyer		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	68995-75		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	12/10/2020		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Partial Release”), dated as of December 7, 2020 (the “Effective Date”), is made by THE BANK OF NEW YORK MELLON, a New York banking corporation, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of ALMA PRODUCTS I LLC, a Michigan limited liability company (f/k/a Alma Products I, Inc.) (the “Grantor”).

WHEREAS, Transtar Holding Company LLC (f/k/a Transtar Holding Company), a Delaware limited liability company (“Borrower”), Speedstar Holding LLC (f/k/a Speedstar Holding Corporation), a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time party thereto, the financial institutions which are now or which hereafter become a party thereto, Silver Point Finance, LLC, a Delaware limited liability company, as L/C Arranger and The Bank of New York Mellon, as Administrative Agent and Collateral Agent entered into that certain Senior Credit Agreement dated April 11, 2017 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to that certain Security Agreement, dated as of April 11, 2017, by and among the Collateral 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 Collateral Agent, in its capacity as collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor and certain other parties thereto executed and delivered an Intellectual Property Security Agreement, dated as of April 11, 2017 (the “IP Security Agreement”), for recording with the United States Patent and Trademark Office (the “USPTO”), the United States Copyright Office and other governmental authorities, as applicable;

WHEREAS, the IP Security Agreement was recorded with the USPTO on June 1, 2018 at Reel/Frame 6340/0295; and

WHEREAS, in reliance on the Borrower’s representations and warranties concerning the transactions referenced in that certain Certificate of Responsible Officer, dated as of December 4, 2020 (the “Officer’s Certificate”), delivered by the Borrower to the Collateral Agent, the Collateral Agent has agreed to release its security interests in the Released Assets (as defined in the Officer’s Certificate) including, without limitation, the Released IP (as defined below) upon consummation of the Sale (as defined in the Officer’s Certificate).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral 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 Security Agreement or the IP Security Agreement, as applicable.

2. Partial Release. The Collateral Agent, without representation, covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer’s Certificate without independent investigation, hereby releases its security interests in and to all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature in which the Grantor has granted a security interest to the Collateral Agent, all registrations and recordings thereof, and

all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, the United States Copyright Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including (i) those listed on Schedule I attached hereto or otherwise included in the Released Assets (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (the “Released IP”) arising under the Security Agreement and the IP Security Agreement. If and to the extent that the Collateral Agent has acquired any rights, titles or interests in and to the Released IP under the Security Agreement and the IP Security Agreement, the Collateral Agent, without recourse, representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Grantor.

3. Limitation. This Partial Release is applicable only and solely with respect to the Released IP and to no other collateral arising under the Security Agreement or the IP Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the IP Security Agreement with respect to all such other collateral, and the Collateral Agent’s security interests, 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 Partial Release.


4. Further Assurances. The Collateral Agent agrees, at the sole cost and expense of Grantor, 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 in form and substance reasonably satisfactory to the Collateral Agent), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Partial Release.

5. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

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

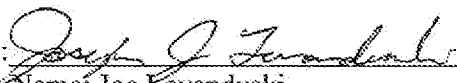
**THE BANK OF NEW YORK MELLON, as
Collateral Agent**

By:  Digitally signed by Norton
Rebecca A
Date: 2020.12.07 13:24:40 -05'00'

Name: **Rebecca A. Norton**
Title: **Agent**

GRANTOR:

ALMA PRODUCTS I LLC

By:  Name: **Joe Levanduski**
Title: **Chief Financial Officer and Treasurer**

[Signature Page to Partial Release of Security Interest (Senior Credit Agreement)]

**TRADEMARK
REEL: 007128 FRAME: 0514**

SCHEDULE I

INTELLECTUAL PROPERTY OWNED BY ALMA PRODUCTS I LLC

Trademarks

Reel/Frame 6340/0295

Mark	Registration No.
APCOAIR	2709199