# OP \$40.00 5672633

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM617723 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANTOR FITZGERALD SECURITIES		12/30/2020	Partnership: NEW YORK

# **RECEIVING PARTY DATA**

Name:	ELASTOCON TPE TECHNOLOGIES, LLC		
Doing Business As:			
Street Address:	140 Leominster Shirley Road		
City:	Lunenburg		
State/Country:	MASSACHUSETTS		
Postal Code:	01462		
Entity Type:	Limited Liability Company: DELAWARE		

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

Property Type	Number	Word Mark	
Registration Number:	5672633	ELASTOCON	

# **CORRESPONDENCE DATA**

**Fax Number:** 3122076400

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:** 312-207-1000

**Email:** ipdocket-chi@reedsmith.com

Correspondent Name: Anthea Fuentes

**Address Line 1:** 10 South Wacker Drive, 40th Floor

Address Line 2: Reed Smith LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Anthea Fuentes	
SIGNATURE:	/Anthea Fuentes/	
DATE SIGNED:	12/30/2020	

### **Total Attachments: 4**

source=Active\_139474541\_1\_Executed TIAA\_Cantor\_Aurora-AP Plastics - Release of Security Interest in Trademarks (002)#page1.tif

source=Active\_139474541\_1\_Executed TIAA\_Cantor\_Aurora-AP Plastics - Release of Security Interest in Trademarks (002)#page2.tif

TRADEMARK REEL: 007152 FRAME: 0087

900588743

source=Active\_139474541\_1\_Executed TIAA\_Cantor\_Aurora-AP Plastics - Release of Security Interest in Trademarks (002)#page3.tif

source=Active\_139474541\_1\_Executed TIAA\_Cantor\_Aurora-AP Plastics - Release of Security Interest in Trademarks (002)#page4.tif

TRADEMARK REEL: 007152 FRAME: 0088

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 30, 2020, is made by CANTOR FITZGERALD SECURITIES, a New York general partnership, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") with offices located at 110 E. 59<sup>th</sup> Street, New York, New York 10022, in favor of ELASTOCON TPE TECHNOLOGIES, LLC, a Delaware limited liability company ("Grantor") with offices located at 140 Leominster Shirley Road, Lunenburg, Massachusetts 01462.

# $\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}}$ :

- WHEREAS, the Grantor and the Collateral Agent are parties to that certain Trademark Security Agreement dated as of May 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").
- WHEREAS, pursuant to the Security Agreement, the Grantor granted a continuing security interest in and continuing lien upon, among other things, the trademarks and trademark applications set forth on Schedule I attached hereto (collectively, the "Trademark Collateral") to the Collateral Agent for the ratable benefit of itself and the Secured Parties;
- WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on May 14, 2019 at Reel 6644 / Frame 0642; and
- WHEREAS, the Grantor desires that the Collateral Agent enter into this Release in order to effectuate, evidence and record the termination and release of any and all right, title and interest of the Collateral Agent in the Trademark Collateral pursuant to the Security Agreement, including its lien on and security interest in the Trademark Collateral.
- **NOW THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:
- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. The Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing lien on and continuing security interest in the Trademark Collateral, and reassigns and transfers to the Grantor all right, title and interest that the Collateral Agent may have in, to or under the Trademark Collateral.
- **SECTION 3**. Recordation. The Collateral Agent hereby authorizes the Grantor (or its designee), or the Grantor's (or its designee's) authorized representative, to record this Release with the United States Patent and Trademark Office. The Collateral Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
- **SECTION 4**. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its Collateral Agents or designees) reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Trademark Collateral.

139082319

TRADEMARK
REEL: 007152 FRAME: 0089

SECTION 5. <u>Applicable Law.</u> THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND SHALL BE BINDING UPON THE PARTIES' REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

**SECTION 6**. Counterparts. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Release in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

[Remainder of page left blank intentionally; signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

# **CANTOR FITZGERALD** SECURITIES,

as Collateral Agent

-- DocuSigned by: By: Ms Homing

Name: Nils Horning
Title: Assistant General Counsel

# **SCHEDULE 1**

# Trademarks

Serial	Filing	Registration	Registration	Trademark
Number	Date	Number	Date	
87744654	02-15-18	5672633	02-12-19	ELASTOCON

Schedule I

**RECORDED: 12/31/2020** 

TRADEMARK REEL: 007152 FRAME: 0092