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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM640893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York		04/14/1998	A Banking Corporation: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Uniroyal Technology Corporation	
Street Address:	3401 Cragmont Drive	
City:	Tampa	
State/Country:	FLORIDA	
Postal Code:	33619	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	72070676	POLYCAST
Serial Number:	72189405	ROYALITE

### **CORRESPONDENCE DATA**

Fax Number:

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:** 212-547-5621

Email: arubinstein@mwe.com
Correspondent Name: Abigail Rubinstein
Address Line 1: 340 Madison Ave

Address Line 4: New York City, NEW YORK 10173-1922

NAME OF SUBMITTER:	Abigail Rubinstein
SIGNATURE:	/Abigail Rubinstein/
DATE SIGNED:	04/21/2021

### **Total Attachments: 4**

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## TERMINATION AND RELEASE AGREEMENT

TERMINATION AND RELEASE AGREEMENT, dated as of April 14, 1998 (this "Agreement"), between Univoyal Technology Corporation (the "Company") and The Bank of New York, as trustee (the "Trustee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Indenture referred to below.

### WITNESSETH

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of June 1, 1993 (as modified, supplemented and amended to the date hereof, the "Indonture"). in connection with the issuance of the Company's 11-3/4% Senior Secured Notes Due 2003 (the "Securities");

WHEREAS, in connection with the Indenture, the Company and the Trustee entered into the Security and Pledge Agreement, dated as of June 1, 1993 (as modified, supplemented and amended to the date hereof, the "Security Agreement");

WHEREAS, the Company has requested the Trustee to release the security interest in and liens upon the Collateral granted under the Security Agreement; and

WHEREAS, in connection with the release of the security interest in and liens upon the Collateral referred to above, the Company has requested the Trustee to enter into this Agreement, and the Trustee has agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- Release of Liens. (a) In consideration of the payment by the Company to the Trustee of the sum of \$79,684,221.05, the Trustee hereby releases, assigns, transfers and delivers to the Company, without recourse and without representation or warranty, all of the Collateral.
- Further Assurances. From time to time, upon the reasonable request of the Company, the Trustee shall execute, deliver and acknowledge all such further documents, agreements, certificates and instruments delivered to it and do such further acts (together with all such acts regarding such further documents, "Further Acts") as the Company may reasonably request to effectuate the transactions contemplated by this Agreement, including, but not limited to, the release and discharge of all security interests and all other rights and interests that the Trustee has or may have had in any of the Collateral, unless such requested Further Act would be contrary to the applicable law.

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- Miscellaneous. This Agreement may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.
- Effectiveness. This Agreement shall become effective on the date when all parties hereto shall have signed a counterpart hereof and shall have delivered (including by way of telecopier) the same to the Company.

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IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

UNIROYAL TECHNOLOGY CORPORATION

THE BANK OF NEW YORK, as Trustee

By\_\_\_\_ Name:

Title:

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FAX NO. :813-612-2584

FROM : UTC LAW

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the day and year first above written.

UNIBOYAL TECHNOLOGY CORPORATION

Name: Tide:

THE BANK OF NEW YORK,

Name:

MARY JANE MORRISSEY
VICE PRESIDENT

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EHX NO: :812-615-5284

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