### 900609651 04/15/2021

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM639463

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900604324

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS AGENT		03/23/2021	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	CONTINENTAL CONVEYOR & EQUIPMENT COMPANY
Street Address:	438 INDUSTRIAL DRIVE
City:	WINFIELD
State/Country:	ALABAMA
Postal Code:	35594
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	0802627	С
Registration Number:	2407594	CONTINENTAL
Registration Number:	1335131	HAC
Registration Number:	1180007	INTRAVAC
Registration Number:	2237797	STATIX
Registration Number:	2237788	DYNAMIX

#### **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:** 5133694250

**Email:** ipdocket@porterwright.com

Correspondent Name: Martin J. Miller

Address Line 1: 41 South High Street

Address Line 2: Suite 2900

Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER: 4019780-226412

NAME OF SUBMITTER: Martin J. Miller

TRADEMARK 900609651 REEL: 007301 FRAME: 0640

SIGNATURE:	/MARTIN J. MILLER/	
DATE SIGNED:	04/15/2021	
Total Attachments: 4		
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TRADEMARK REEL: 007301 FRAME: 0641

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE, dated as of March 23, 2021, is from JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the Lenders (as hereinafter defined), to Continental Conveyor & Equipment Company, a Delaware corporation, which, through a series of subsequent name changes, is now known as Joy Global Conveyors Inc., a Delaware corporation (the "Grantor").

WHEREAS, Grantor entered into a Pledge and Security Agreement on September 27, 2007 (as amended, restated, modified, or supplemented from time to time, the "Security Agreement") with the Secured Party, for itself and the lenders referred to therein ("the "Lenders"), pursuant to which Grantor granted to Secured Party a security interest in certain assets of Grantor, including all right, title, and interest of Grantor in, to, and under owned and later acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure certain payment Obligations;

WHEREAS, at the time of the Security Agreement, Grantor owned the trademarks listed in Schedule A hereto and was not the licensee or licensor under any license agreement other than standard licenses for off-the-shelf software programs and other similar items, none of which were material to the business of Grantor at the time of the Security Agreement;

WHEREAS, also on September 27, 2007, Grantor entered into a Trademark Security Agreement in favor of the Secured Party, in which Grantor reaffirmed its intent to grant to Secured Party a continuing security interest in all of Grantor's right, title, and interest in, to, and under certain Trademark Collateral, including, but not limited to, the trademarks listed in Schedule A hereto, together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 30, 2007 at Reel 3654 / Frame 0031;

WHEREAS, the Secured Party has agreed to terminate and release the entirety of the security interest in the Trademark Collateral; and

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement and the Trademark Security Agreement;

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness, and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states and agrees as follows:

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- 1. <u>Definitions</u>. The term "Trademark Collateral" as used herein shall have the same meaning as the term is defined in the Security Agreement and the Trademark Security Agreement, including, but not limited to, the trademarks listed in Schedule A hereto.
- 2. Release of Security Interest. The Secured Party hereby terminates, releases, and discharges the security interest in the Trademark Collateral. Any right, title, or interest of the Secured Party in such Trademark Collateral as referenced in the Security Agreement and the Trademark Security Agreement shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Secured Party agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest as defined herein.

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

Title: VICE PRESIDENT

JPMORGAN CHASE BANK, N.A.

# SCHEDULE A

Trademark	Registration No.	
C & Hand Logo	802627	
CONTINENTAL	2407594	
HAC	1335131	
INTRAVAC	1180007	
STATIX	2237797	
DYNAMIX	2237788	

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