# CH \$40.00 318714

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM684607

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/29/2021	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Houston Wire & Cable Company	
Street Address:	10201 North Loop East	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77029	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3187144	VERTEX DISTRIBUTION

# **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:** 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	10/29/2021

### **Total Attachments: 4**

source=BoA to Houston Wire & Cable TM security interest release#page1.tif source=BoA to Houston Wire & Cable TM security interest release#page2.tif source=BoA to Houston Wire & Cable TM security interest release#page3.tif source=BoA to Houston Wire & Cable TM security interest release#page4.tif

TRADEMARK 900653099 REEL: 007477 FRAME: 0705

### RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of October 29, 2021, is made by BANK OF AMERICA, N.A., in its capacity as agent on behalf of the Lenders (as defined below) (in such capacity, the "Agent"), in favor of HOUSTON WIRE & CABLE COMPANY, a Delaware corporation ("Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, Grantor, certain affiliates of Grantor, the Agent and the financial institutions party thereto from time to time as lenders (each a "Lender" and collectively, the "Lenders") are party to that certain Loan and Security Agreement, dated as of June 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent a continuing security interest and Lien in all of its Intellectual Property (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations;

WHEREAS, Grantor and certain of its affiliates executed and delivered to the Agent that certain Trademark Security Agreement, dated as of June 15, 2021, which was recorded with the United States Patent and Trademark Office on June 15, 2020, at Reel and Frame number 7327/0142 (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor pledged to Agent, for the benefit of the Lenders, a security interest in Grantor's right, title and interest in, to and under Grantor's Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, as used herein the "Released Trademark" shall mean, collectively, (i) the trademark referred to on Schedule 1 hereto (the "Subject Trademark"), together with any reissues, continuations or extensions thereof and all goodwill associated therewith, and (ii) all products and proceeds of the Subject Trademark, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of the Subject Trademark; and

WHEREAS, Agent has agreed to terminate and release all of its right, title and interest in and to the Released Trademark, including its Lien therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Release of Lien</u>. Agent hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the security interest and Lien, in and to the Released Trademark, and assigns, discharges, quit claims and relinquishes unto Grantor any and all right, title and interest it has in and to the Released Trademark.
- 2. <u>Further Assurances</u>. Agent shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested

TRADEMARK REEL: 007477 FRAME: 0706 by Grantor, and at Grantor's sole cost and expense, to more fully and effectively effectuate the release of security interests and Liens contemplated hereby.

3. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of Illinois without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows.]

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

Bank of America, N.A., as Agent

By: Christy Bowen

Title: Senior Vice President

# SCHEDULE 1 TO RELEASE OF TRADEMARK COLLATERAL SECURITY AGREEMENT

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
VERTEX DISTRIBUTION	Houston Wire & Cable Company	Registered	3187144	December 19, 2006

SCHEDULE 1 TO RELEASE OF TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK REEL: 007477 FRAME: 0709

RECORDED: 10/29/2021