# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM695388

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		12/16/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	CRYOGENIC EXPERTS, LLC	
Street Address:	531 Sandy Circle	
City:	Oxnard	
State/Country:	CALIFORNIA	
Postal Code:	93036	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3904403	CEXI
Registration Number:	3904404	CEXI
Registration Number:	3913525	CRYOGENIC EXPERTS INC.
Registration Number:	3904287	CEXI

## **CORRESPONDENCE DATA**

Fax Number: 2149813400

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.

214-981-3483 Phone: Email: dclark@sidley.com **Correspondent Name:** Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	02504-11260	
NAME OF SUBMITTER:	Dusan Clark	
SIGNATURE:	/Dusan Clark/	
DATE SIGNED:	12/16/2021	

## **Total Attachments: 3**

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#### RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is granted as of December 16, 2021, to CRYOGENIC EXPERTS, LLC, a Delaware limited liability company (the "Grantor"), by and from U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, Acme Cryogenics, Inc., a Pennsylvania corporation ("<u>Acme</u>" and together with the Grantor, each, a "<u>Borrower</u>," and collectively, the "<u>Borrowers</u>"), the Lenders and the Secured Party are parties to that certain Amended and Restated Credit Agreement dated as of January 25, 2019 (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "<u>Credit Agreement</u>"), pursuant to which the Lenders agreed, among other things, to extend to the Borrowers certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of January 25, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in Intellectual Property dated as of January 25, 2019 (the "<u>Trademark Security Agreement</u>") granting the Secured Party a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office against the Trademark Collateral identified on Exhibit A hereto on March 1, 2019, at Reel 6578, Frame 0344; and

WHEREAS, the Grantor has satisfied all of the obligations under the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement.
- 2. <u>Release of Security Interest</u>. The Secured Party hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, discharges and cancels any and all security interest in and liens pursuant to the Security Agreement and Trademark Security Agreement, including on the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

all of the Trademarks set forth in Exhibit A.

[SIGNATURE ON THE FOLLOWING PAGE]

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

## U.S. BANK NATIONAL ASSOCIATION

By: *J. L. Billingslay* Name: Geoffrey L. Billingsley

Title: Vice President

# EXHIBIT A

# **Registered Trademarks:**

**RECORDED: 12/16/2021** 

		Reg. No.	Reg. Date /		
<u>Trademark</u>	<u>Jurisdiction</u>	<u>/ App. No.</u>	Appl. Date	<u>Owner</u>	
CEXI	US	3904403 /	1/11/2011 /	Canton	
CEAI		85/057450	6/8/2010	Grantor	
CEVI	LIC	3904404 /	1/11/2011 /	Crantor	
CEXI	US	85/057465	6/8/2010	Grantor	
CRYOGENIC EXPERTS	US	3913525 /	2/1/2011 /	Crantor	
INC.	US	85/052252	6/1/2010	Grantor	
CEXI	US	3904287 /	1/11/2011 /	Crantor	
CEXI	US	85/052257	6/1/2010	Grantor	

Exhibit A