# CH \$115.00 242918

ETAS ID: TM695394

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

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

### **RECEIVING PARTY DATA**

| Name:             | ACME CRYOGENICS, INC.              |  |  |  |
|-------------------|------------------------------------|--|--|--|
| Street Address:   | 3811 West Chester Pike, Building 2 |  |  |  |
| Internal Address: | Suite 200                          |  |  |  |
| City:             | Newtown Square                     |  |  |  |
| State/Country:    | PENNSYLVANIA                       |  |  |  |
| Postal Code:      | 19073                              |  |  |  |
| Entity Type:      | Corporation: PENNSYLVANIA          |  |  |  |

### **PROPERTY NUMBERS Total: 4**

| Property Type        | Number  | Word Mark            |
|----------------------|---------|----------------------|
| Registration Number: | 2429182 | ACME CRYOGENICS      |
| Registration Number: | 2430709 | ACME CRYOGENICS INC. |
| Registration Number: | 3324283 | QUALITY CRYOGENICS   |
| Registration Number: | 3356266 | CRYOMAXX             |

### 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.

Phone: 214-981-3483
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/ |

TRADEMARK
REEL: 007532 FRAME: 0835

**DATE SIGNED:** 12/16/2021

**Total Attachments: 3** 

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TRADEMARK REEL: 007532 FRAME: 0836

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

This RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Release") is granted as of the December 16, 2021, to ACME CRYOGENICS, INC., a Pennsylvania corporation, having an address of 3811 West Chester Pike, Building 2, Suite 200, Newtown Square, Pennsylvania, 19073 ("Grantor"), by and from U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent for the Lenders, having an address of 800 Nicollet Mall, Minneapolis, Minnesota 55402 ("Secured Party").

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

- A. Grantor, Acme Merger Sub Inc., the Lenders and the Secured Party, among others, entered into that certain Credit Agreement dated as of April 25, 2016, as amended by an Amended and Restated Credit Agreement dated as of January 25, 2019 (the "<u>Credit Agreement</u>").
- B. Grantor and Secured Party, among others, are parties to that certain Pledge and Security Agreement and Irrevocable Proxy dated as of April 25, 2016, as amended by an Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of January 25, 2019 (the "Security Agreement"), pursuant to which Grantor pledged, assigned and granted a security interest in favor of Secured Party in certain Trademark Collateral (as defined therein).
- C. Grantor and Secured Party are parties to that certain Confirmatory Grant of Security Interest in Trademarks dated as of April 25, 2016, which was recorded with the United States Patent and Trademark Office ("PTO") on April 26, 2016, at Reel 5778, Frame 0424 (the "Trademark Security Agreement").
- D. Grantor has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.
- NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:
- 1) <u>Definitions</u>. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement or the Security Agreement or the Trademarks Security Agreement, as the case may be.
- Termination and Release of Security Interest. The Secured Party hereby (i) terminates the Trademarks Security Agreement and (ii) terminates, releases, and discharges its security interest in and liens pursuant to the Security Agreement and Trademark Security Agreement, including, without limitation, on the Trademarks listed on Exhibit A hereto (the "Trademark Collateral"), and the Secured Party hereby assigns, grants, conveys and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Trademark Collateral, effective as of the date set forth above.

TRADEMARK REEL: 007532 FRAME: 0837 IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent

By: 
Seoffrey L. Billingsley

Oeoffrey L. Billingsley

Title: Vice President

# EXHIBIT A

# U.S. Trademarks

| <u>Trademark</u>         | Jurisdiction | Reg. No.<br>/ App. No. | Reg. Date /<br>Appl. Date | <u>Owner</u>                  |
|--------------------------|--------------|------------------------|---------------------------|-------------------------------|
| ACME CRYOGENICS & design | US           | 2429182 /<br>75/604152 | 2/20/2001/<br>12/9/1998   | Acme Cryogenics,<br>Inc. (PA) |
| ACME CRYOGENICS INC.     | US           | 2430709 /<br>75/603420 | 2/27/2001 /<br>12/9/1998  | Acme Cryogenics,<br>Inc. (PA) |
| QUALITY<br>CRYOGENICS    | US           | 3324283 /<br>78/891622 | 10/30/2007 /<br>5/24/2006 | Acme Cryogenics,<br>Inc. (PA) |
| CRYOMAXX                 | US           | 3356266 /<br>78/888479 | 12/18/2007 /<br>5/20/2006 | Acme Cryogenics,<br>Inc. (PA) |

**RECORDED: 12/16/2021** 

TRADEMARK REEL: 007532 FRAME: 0839