# CH \$190.00 4641

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM697297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 6300/0487
SEQUENCE:	1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TCW ASSET MANAGEMENT COMPANY LLC		12/22/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TEXAS HYDRAULICS, INC.		
Street Address:	3410 N. Range Road		
City:	Temple		
State/Country:	TEXAS		
Postal Code:	76504		
Entity Type:	Corporation: DELAWARE		
Name:	THE OILGEAR COMPANY		
Street Address:	1424 International Drive		
City:	Traverse City		
State/Country:	MICHIGAN		
Postal Code:	49686		
Entity Type:	Corporation: WISCONSIN		

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4641770	ARMORROD
Registration Number:	0838727	OILGEAR FLUID POWER
Registration Number:	0557611	OILGEAR
Registration Number:	0557612	OILGEAR
Registration Number:	0570865	OILGEAR
Registration Number:	0570866	OILGEAR
Registration Number:	1205956	TOWLER

#### **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

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.

TRADEMARK REEL: 007540 FRAME: 0370

900665129

**Phone:** 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Ke Yang Xia

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	47245-010
NAME OF SUBMITTER:	Ke Yang Xia
SIGNATURE:	/Ke Yang Xia/
DATE SIGNED:	12/23/2021

#### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS

December 22, 2021

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 22, 2021 by TCW ASSET MANAGEMENT COMPANY LLC, in its capacity as agent under the Credit Agreement (as defined below) (the "Agent"), in favor of TEXAS HYDRAULICS, INC. and THE OILGEAR COMPANY (each a "Grantor" and, collectively, the "Grantors").

WHEREAS, reference is made to that certain Term Loan and Security Agreement, dated as of March 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), by and among the Grantors, certain affiliates of the Grantors party thereto, the lenders from time to time party thereto and the Agent;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Trademark Security Agreement, dated as of March 27, 2018, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel/Frame Numbers 6300/0487 on March 27, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "<u>Trademark Security Agreement</u>" and together with the Credit Agreement, the "<u>Security Agreements</u>");

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (including, without limitation, the Trademarks (as defined below) referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of December 22, 2021, the Agent acknowledged the full payment and performance of the Obligations of the Grantors, and accordingly each Grantor has requested, and the Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the trademarks, trademark applications and/or trademark registrations referred to on Schedule A hereto (collectively, the "<u>Trademarks</u>")).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Agent hereby agrees as follows:

- 1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
- 2. <u>Release of Security Interest; Further Assurances.</u> The Agent, without any representation and warranty by or any recourse to the Agent, hereby (i) fully terminates,

releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Grantors any and all right, title and interest that the Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantors and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

TCW ASSET MANAGEMENT COMPANY LLC, as Agent

**G** 

Name: Suzanne Grosso Title: Managing Director

## **SCHEDULE A**

# **TRADEMARKS**

OWNER OF RECORD	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
TEXAS HYDRAULICS, INC.	ARMORROD	85/825,376	4,641,770	11/18/14
THE OILGEAR COMPANY	OILGEAR FLUID POWER  OILGEAR  Fluid Power	72247826	0,838,727	11/14/67
THE OILGEAR COMPANY	OILGEAR	71607186	0,557,611	4/15/52
THE OILGEAR COMPANY	OILGEAR	71607187	0,557,612	4/15/52
THE OILGEAR COMPANY	OILGEAR  OILGEAR	71566000	0,570,865	2/24/53
THE OILGEAR COMPANY	OILGEAR	71566001	0,570,866	2/24/53
THE OILGEAR COMPANY	TOWLER	73261931	1,205,956	8/24/82

**RECORDED: 12/23/2021**