

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement Recorded at Reel 6727, Frame 0589

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RGA Reinsurance Company		12/15/2022	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Jefferson Electric, Inc.
Street Address:	9650 S. Franklin Drive
City:	Franklin
State/Country:	WISCONSIN
Postal Code:	53132
Entity Type:	Corporation: DELAWARE
Name:	Transformer Supply, Inc.
Street Address:	9650 S. Franklin Drive
City:	Franklin
State/Country:	WISCONSIN
Postal Code:	53132
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5591832	TRANSFORMER SUPPLY
Registration Number:	4124484	JEFFERSON
Registration Number:	4124485	JEFFERSON ELECTRIC
Registration Number:	2179377	JEFFERSON ELECTRIC
Registration Number:	3095087	SOLARTRAN TANNING BED TRANSFORMERS
Registration Number:	3931922	H
Registration Number:	3813260	TRANSMAX
Registration Number:	4309439	HSS
Registration Number:	4078477	SYSTEMAX
Registration Number:	3847214	GENMAX

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1154069- 0004-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/15/2022

Total Attachments: 4

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Termination and Release”), dated as of December 15, 2022, is made by RGA REINSURANCE COMPANY, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of Jefferson Electric, Inc. and Transformer Supply, Inc., as grantors (each a “Grantor” and collectively, the “Grantors”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below) and the Intellectual Property Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 16, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), the Grantors executed that certain Intellectual Property Security Agreement, dated as of August 16, 2019 (the “Intellectual Property Security Agreement”) in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on August 23, 2019 at Reel 6727, Frame 0589 against the Trademarks and at Reel 050142, Frame 0967 against the Patents, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Copyrights, Patents and Trademarks (as defined therein and collectively, the “Collateral”), including the Patents and Trademarks listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantors have satisfied in full its Obligations under the Security Agreement and the Intellectual Property Security Agreement and requests a release of the security interest in the Collateral granted thereunder; and

WHEREAS, the Collateral Agent now desires to terminate the Intellectual Property Security Agreement and terminate and release its security interest in the Collateral, including the Patents and Trademarks listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to the applicable Grantor, as provided herein.

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

1. The Collateral Agent hereby irrevocably terminates the Intellectual Property Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of each Grantor’s right, title and interest in and to the applicable Collateral, including those Trademarks and Patents set forth on Schedule A.

2. The Collateral Agent hereby assigns, grants and conveys to the applicable Grantor without any representation, warranty, recourse or undertaking by the Collateral Agent, any and all of Collateral Agent’s right, title, and interest in and to the applicable Collateral, including those Trademarks and Patents set forth on Schedule A.

3. The Collateral Agent agrees to execute, acknowledge, procure and deliver all

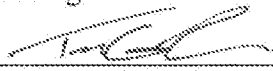
further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Collateral Agent's security interest contemplated hereby.

4. The Collateral Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

[signature page follows]

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

RGA REINSURANCE COMPANY, as
Collateral Agent

By:  _____

Name: Trevor Gibson

Its: Managing Director, Private Debt &
Equity Investments

SCHEDULE A
TO
TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

Patents

Grantor	Country of Registration	Patent No.	Title
Jefferson Electric, Inc.	US	7,092,229	Electrical Filter/Protector and Methods of Constructing and Utilizing Same
Jefferson Electric, Inc.	US	7,804,198 B2	Electrical Harmonic Suppression System and Enclosure for the Same

Trademarks

Grantor	Country of Registration	Trademark	Registration Date	Registration Number	Status
Transformer Supply, Inc.	US	“Transformer Supply logo”	October 23, 2018	5,591,832	Active
Jefferson Electric, Inc.	US	“Jefferson”	April 10, 2012	4,124,484	Active
Jefferson Electric, Inc.	US	“Jefferson Electric”	April 10, 2012	4,124,485	Active
Jefferson Electric, Inc.	US	“Jefferson Electric” logo	August 4, 1998	2,179,377	Active
Jefferson Electric, Inc.	US	SolarTran Tanning Bed Transformers” logo	May 23, 2006	3,095,087	Active
Jefferson Electric, Inc.	US	“H” logo	March 15, 2011	3,931,922	Active
Jefferson Electric, Inc.	US	“TransMax”	July 6, 2010	3,813,260	Active
Jefferson Electric, Inc.	US	“HSS”	March 26, 2013	4,309,439	Active
Jefferson Electric, Inc.	US	“SysteMax”	January 3, 2012	4,078,477	Active
Jefferson Electric, Inc.	US	“GenMax”	September 14, 2010	3,847,214	Active