

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI119914

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Correction of receiving party, Electro-Mechanical LLC, zip code in address for Release of Trademark Security Interest Recorded at R/F 7442/0867 originally recorded at R/F 8360/0411
RESUBMIT DOCUMENT ID:	900840834

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truist Bank		03/01/2024	Chartered Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Company Name:	Electro-Mechanical LLC f/k/a Electro-Mechanical Corporation
Street Address:	1 Goodson Street
City:	Bristol
State/Country:	VIRGINIA
Postal Code:	24201
Entity Type:	Corporation: VIRGINIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1424689	AUTO-JET
Registration Number:	3377542	EFFICIENT
Registration Number:	4062264	ZCT ZERO CORONA TECHNOLOGY
Registration Number:	4237394	MAVRIC
Registration Number:	4237398	DTS DOWN TIME SAVER
Registration Number:	4237406	DTS II DOWN TIME SAVER
Registration Number:	4599898	POWER TO DELIVER
Registration Number:	4932716	GFS
Registration Number:	4932717	GROUND FAULT SAVER
Registration Number:	4932718	GFS GROUND FAULT SAVER
Registration Number:	4604132	LINE POWER
Registration Number:	6069938	ELECTRO MECHANICAL CORPORATION
Registration Number:	6213065	SYLO DISTRIBUTORS
Serial Number:	90390921	GRIDCONNEX
Serial Number:	97003421	FPEV

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128623135**Email:** barbara.siepka@kirkland.com**Correspondent Name:** Ms. Barbara M Siepka**Address Line 1:** 300 North LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 42284-88**NAME OF SUBMITTER:** Barbara Siepka**SIGNATURE:** Barbara Siepka**DATE SIGNED:** 03/26/2024**Total Attachments: 12**

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TRADEMARK ASSIGNMENT COVER SHEET

Assignment ID: 90230

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Correction of receiving party, Electro-Mechanical LLC, zip code in address for Release of Trademark Security Interest Recorded at R/F 7442/0867

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truist Bank		03/01/2024	Chartered Bank: UNITED STATES, NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Electro-Mechanical LLC f/k/a Electro-Mechanical Corporation
Street Address:	1 Goodson Street,
City:	Bristol
State/Country:	VIRGINIA, UNITED STATES
Postal Code:	24201
Entity Type:	Corporation: UNITED STATES, VIRGINIA

PROPERTY NUMBERSTotal: 15

Property Type	Number	Word Mark
Registration Number:	1424689	AUTO-JET
Registration Number:	3377542	EFFICIENT
Registration Number:	4062264	ZCT ZERO CORONA TECHNOLOGY
Registration Number:	4237394	MAVRIC
Registration Number:	4237398	DTS DOWN TIME SAVER
Registration Number:	4237406	DTS II DOWN TIME SAVER
Registration Number:	4599898	POWER TO DELIVER
Registration Number:	4932716	GFS

Registration Number:	4932717	GROUND FAULT SAVER
Registration Number:	4932718	GFS GROUND FAULT SAVER
Registration Number:	4604132	LINE POWER
Registration Number:	6069938	ELECTRO MECHANICAL CORPORATION
Registration Number:	6213065	SYLO DISTRIBUTORS
Serial Number:	90390921	GRIDCONNEX
Serial Number:	97003421	FPEV

CORRESPONDENCE DATA

Fax Number:	3128622200
Phone:	3128623135
Email:	barbara.siepka@kirkland.com
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.	
Correspondent Name:	Ms. Barbara M Siepka
Address Line 1:	300 North LaSalle
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42284-88

NAME OF SUBMITTER:	Barbara Siepka
Signature:	Barbara Siepka
Date:	03/13/2024

TOTAL ATTACHMENTS: 1

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RECEIPT INFORMATION

Assignment ID: 90230
 Receipt Date: 03/13/2024
 Fee Amount: \$390.00

TRADEMARK ASSIGNMENT COVER SHEET

Assignment ID: 67836

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest Recorded at R/F 7442 /0867

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truist Bank		03/01/2024	Chartered Bank: UNITED STATES, NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Electro-Mechanical LLC f/k/a Electro-Mechanical Corporation
Street Address:	1 Goodson Street,
City:	Bristol
State/Country:	VIRGINIA, UNITED STATES
Postal Code:	24203
Entity Type:	Limited Liability Company: UNITED STATES, VIRGINIA

PROPERTY NUMBERSTotal: 15

Property Type	Number	Word Mark
Registration Number:	1424689	AUTO-JET
Registration Number:	3377542	EFFICIENT
Registration Number:	4062264	ZCT ZERO CORONA TECHNOLOGY
Registration Number:	4237394	MAVRIC
Registration Number:	4237398	DTS DOWN TIME SAVER
Registration Number:	4237406	DTS II DOWN TIME SAVER
Registration Number:	4599898	POWER TO DELIVER
Registration Number:	4932716	GFS
Registration		

Number:	4932717	GROUND FAULT SAVER
Registration Number:	4932718	GFS GROUND FAULT SAVER
Registration Number:	4604132	LINE POWER
Registration Number:	6069938	ELECTRO MECHANICAL CORPORATION
Registration Number:	6213065	SYLO DISTRIBUTORS
Serial Number:	90390921	GRIDCONNEX
Serial Number:	97003421	FPEV

CORRESPONDENCE DATA

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Correspondent Name:	Ms. Barbara M Siepka
Address Line 1:	300 North LaSalle
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42284-88

NAME OF SUBMITTER:	Barbara Siepka
Signature:	Barbara Siepka
Date:	03/04/2024

TOTAL ATTACHMENTS: 1

source= EMC Trademark Security Interest Release (Executed).pdf

RECEIPT INFORMATION

Assignment ID: 67836
Receipt Date: 03/04/2024
Fee Amount: \$390.00

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (“*Release*”) is made and effective as of March 1, 2024 and granted by **TRUIST BANK** (the “*Administrative Agent*”), as administrative agent for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below), in favor of **ELECTRO-MECHANICAL LLC**, a Virginia limited liability company f/k/a Electro-Mechanical Corporation, a Virginia corporation (the “*Grantor*”) and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of September 17, 2021 (the “*Credit Agreement*”) by and among EMC Parent Group LLC, a Delaware limited liability company (“*Borrower*”) and certain of Borrower’s affiliates including Grantor, on the one hand, and the Administrative Agent and the lender parties thereto, on the other hand, Borrower and certain of its affiliates, including Grantor, executed and delivered to Administrative Agent that certain Guaranty and Security Agreement, dated as of September 17 (the “*Guaranty and Security Agreement*”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor executed and delivered to Administrative Agent that certain Trademark Security Agreement dated as of September 17, 2021 (the “*Trademark Security Agreement*” and, together with the Guaranty and Security Agreement, the “*Security Agreements*”); and

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7442, Frame 0867 on October 5, 2021; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “*Trademark Collateral*”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered,

including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

TRUIST BANK

as Administrative Agent

By: 



Name: Jacob M. Harris


Title: Senior Vice President

SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Trademark	Reg. No.	Date of Reg.
AUTO-JET	1424689	13-Jan-87
	3377542	5-Feb-08
	4062264	29-Nov-11
MAVRiC	4237394	6-Nov-12
DTS DOWN TIME SAVER	4237398	6-Nov-12
DTS II DOWN TIME SAVER	4237406	6-Nov-12
POWER TO DELIVER	4599898	9-Sep-14
GFS	4932716	5-Apr-16
GROUND FAULT SAVER	4932717	5-Apr-16
GFS GROUND FAULT SAVER	4932718	5-Apr-16

LINE POWER	4604132	16-Sep-14
LINE POWER	1520444 (Mexico)	14-Apr-16
LINE POWER	2084274 (Canada)	11-Feb-21
	6069938	2-Jun-20
	6213065	1-Dec-20

II. TRADEMARK APPLICATIONS

Trademark	Serial No.	Date of App.
GRIDCONNEX	90390921	Dec. 17, 2020
FPEV	97003421	Aug. 31, 2021