

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KPS CAPITAL FINANCE MANAGEMENT, LLC		02/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PENGO CORPORATION		
Street Address:	2211 YORK ROAD, SUITE 230		
Internal Address:	C/O INTERNATIONAL EQUIPMENT SOLUTIONS, LLC		
City:	OAK BROOK		
State/Country:	ILLINOIS		
Postal Code:	60523		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2063111	AGGRESSOR	
Registration Number:	3817895	BORH	
Registration Number:	4029372	FAS-N-LOK	
Serial Number:	85355264	INTERLOK	
Registration Number:	3220642		
Registration Number:	3213999	P PENGO PALADIN UTILITY	
Registration Number:	0678840	PENGO	
Registration Number:	0936981	PENGO	
Registration Number:	3817899	PENGOLLOY	
Registration Number:	3963255	REVTRAK	
Registration Number:	1820996	RIBD-RUBR-LOK	
Registration Number:	1865171	ROCK RIPPER	
Registration Number:	1865169	ROCK RIPPER	
Registration Number:	0816957	RUBR-LOK	
Registration Number:	2813181	TRIFLOW	
Serial Number:	85775892	TRULINK	
Registration Number:	4259494	STRATA	
Registration Number:	5173049	TRULINE	
TRADEMARK			

CH \$540.00 2063111

Property Type	Number	Word Mark
Serial Number:	87356136	PC
Registration Number:	5215538	ROCK RIPPER
Serial Number:	87356084	PENGO

CORRESPONDENCE DATA

Fax Number:

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.

Email: mcastle@paulweiss.com, aspoto@paulweiss.com,
dewilliams@paulweiss.com

Correspondent Name: Matthew Castle

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	21096-007
NAME OF SUBMITTER:	Matthew Castle
SIGNATURE:	/Matthew Castle/
DATE SIGNED:	02/15/2018

Total Attachments: 4

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of February 12, 2018 is made by KPS CAPITAL FINANCE MANAGEMENT, LLC, in its capacity as Collateral Agent (referred to herein as the “Agent”), in favor of PENGU CORPORATION, a Delaware corporation (the “Company”), pursuant to that certain Second Lien Pledge and Security Agreement dated as of August 16, 2013 (and as the same may be further amended or modified from time to time, the “Security Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered to the Collateral Agent the following: (i) a Grant of Security Interest in Trademarks dated as of August 16, 2013 in favor of the Agent, and (ii) a Grant of Security Interest in Trademarks dated as of September 26, 2017 in favor of the Agent (the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interests in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on August 28, 2013 at Reel/Frame No. 5098/0554, and on September 27, 2017 at Reel/Frame No. 6163/0794; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Security Agreements, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreements.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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

KPS CAPITAL FINANCE MANAGEMENT, LLC,
as Collateral Agent, as Grantee

By: 

Name:


Title:

[Signature Page – Notice of Release of Security Interest in Trademark Rights in Favor of Pengo Corporation]

TRADEMARK
REEL: 006273 FRAME: 0080

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
AGGRESSOR	75/104775	5/15/1996	2,063,111	5/20/1997
BORH	77/883,302	12/1/2009	3,817,895	7/13/2010
FAS-N-LOK	77/883,318	12/1/2009	4,029,372	9/20/2011
INTERLOK	85/355,264	6/24/2011		
P Design (Pengo)	78/574542	2/24/2005	3,220,642	3/20/2007
P PENGO PALADIN Logo	78/574538	2/24/2005	3,213,999	2/27/2007
PENGO	72/051,653	5/14/1958	678,840	5/19/1959
PENGO & Design	72/343900	11/19/1969	0,936,981	7/4/1972
PENGOLLOY	77/883,327	12/1/2009	3,817,899	7/13/2010
REVTRAK	77/981,674	11/25/2009	3,963,255	5/17/2011
RIBD-RUBR-LOK	74/320738	10/6/1992	1,820,996	2/15/1994
ROCK RIPPER	74/334376	10/6/1992	1,865,171	11/29/1994
ROCK RIPPER & Design	74/320729	10/6/1992	1,865,169	11/29/1994
RUBR-LOK	72/229282	10/4/1965	0,816,957	10/18/1966
TRIFLOW	78/231129	3/28/2003	2,813,181	2/10/2004
TRULINK	85/775,892	11/9/2012		
STRATA	85/600,339	4/17/2012	4,259,494	12/11/2012
TRULINE	87/023,214	05/03/2016	5,173,049	03/28/2017
PC (stylized/design) 	87/356,136	03/02/2017		
ROCK RIPPER	87/210,491	10/20/2016	5,215,538	05/30/2017
PENGO	87/356,084	03/02/2017		