# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM505688

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	1	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., As Administrative Agent		12/28/2018	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	COLUMBUS MCKINNON CORPORATION	
Street Address:	205 Crosspoint Parkway	
City:	Getzville	
State/Country:	NEW YORK	
Postal Code:	14206	
Entity Type:	Corporation: NEW YORK	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Registration Number:	4951331	LIBERATOR		
Registration Number:	4806829	DUAL DRIVE		

### **CORRESPONDENCE DATA**

3154258553 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.

Phone: 3154252700

Email: ip@barclaydamon.com, ecominolli@barclaydamon.com

**Correspondent Name:** Elizabeth A. Cominolli Address Line 1: 125 East Jefferson Street Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	3888-3094929
NAME OF SUBMITTER:	Elizabeth A. Cominolli
SIGNATURE:	/EAC/
DATE SIGNED:	01/14/2019

### **Total Attachments: 4**

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> **TRADEMARK** REEL: 006523 FRAME: 0444

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TRADEMARK REEL: 006523 FRAME: 0445

# PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Release"), effective as of December 28, 2018 (the "Effective Date") is conveyed from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent") to COLUMBUS MCKINNON CORPORATION, a New York corporation (the "Grantor").

# **WITNESSETH:**

**WHEREAS** Grantor, Administrative Agent and other financial institutions are parties to that certain Credit Agreement dated as of January 31, 2017, as amended, supplemented or otherwise modified from time to time (the "<u>Credit Agreement</u>");

**WHEREAS** in connection with the Credit Agreement, the Grantor has executed and delivered a U.S. Security Agreement dated as of January 31, 2017 in favor of the Administrative Agent, together with all amendments and modifications, if any, from time to time thereafter made thereto (the "<u>U.S. Security Agreement</u>");

**WHEREAS** pursuant to the U.S. Security Agreement, Grantor granted a security interest (the "<u>Security Interest</u>") to the Administrative Agent in certain collateral, including Trademarks (as that term is defined in the U.S. Security Agreement);

WHEREAS pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of January 31, 2017, between the Administrative Agent and Grantor (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the U.S. Security Agreement, reaffirmed its intent to grant the Security Interest to the Administrative Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement), including the Trademarks and portions of Trademarks set forth on **Schedule I** hereto (the "<u>Released Collateral</u>");

**WHEREAS** the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 3, 2017 at Reel 005981 and Frame 0675; and

**WHEREAS** the Administrative Agent now desires to terminate and release its Security Interest solely in the Released Collateral.

- **NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states and agrees as follows:
- 1. <u>Definitions</u>. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement and, if not specified in the Trademark Security Agreement, the capitalized terms will have the meanings specified in the U.S. Security Agreement and Credit Agreement, as applicable.

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- 2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest solely in the Released Collateral. Any and all right, title and interest of the Administrative Agent solely in such Released Collateral shall hereby cease and become void, revoked and terminated, and Administrative Agent hereby assigns and transfers any such title to Grantor. Except as to the Released Collateral, the Security Interest of Administrative Agent in the Collateral (including all other Trademarks and portions of Trademarks listed on Schedule A to the Trademark Security Agreement) shall continue in full force and effect as if this Release had not been provided.
- 3. <u>Further Assurances</u>. The Administrative Agent hereby agrees, at Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned have duly executed this Release by their duly authorized officers, effective as of the Effective Date first above written.

JPMORGAN CHASE BANK, N.A.

By: KANAZALAS

Name: Karen L. Mikols

Title: Authorized Officer

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### **SCHEDULE I**

### U.S. Trademark Registrations and Applications

### 1. **Trademark Registrations:**

Reg. No.	<u>Trademark</u> <u>Name</u>	Country Full Name	Date Filed	Date Issued	Serial No.	<u>Status</u>
4,951,331	LIBERATOR	United States	24-Sep-15	3-May-16	86-766,735	Registered
4,806,829	DUAL DRIVE	United States	13-Aug-14	08-Sep-15	86-365,338	Registered

### 2. Portion of Trademark Registration:

The portion of U.S. Trademark Registration No. 1,954,488 registered on February 6, 1996 for the word mark "CM", that is limited to the following goods within International Classes 007 and 012:

International Class 007. United States 013 019 021 023 031 034 035. G & S: machines for shredding non-metallic material, namely, rubber; and structural parts thereof.

International Class 012. United States 019 021 023 031 035 044. G & S: stationary and portable vehicle tire shredders, and structural parts thereof.

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RECORDED: 01/14/2019