

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO STRATEGIC CAPITAL, INC., as Administrative Agent		05/16/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	MAYVILLE ENGINEERING COMPANY, INC.		
Street Address:	715 South Street		
City:	Mayville		
State/Country:	WISCONSIN		
Postal Code:	53050		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74045125	MEC	
Serial Number:	86024518	EXPERIENCE YOU CAN TRUST	
Serial Number:	87193353	MEC	
Serial Number:	87173353	MEC MARKSMAN	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	030047.000136		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/17/2019		

OP \$115.00 74045125

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 16, 2019 (“Release”), is made by WELLS FARGO STRATEGIC CAPITAL, INC., a Texas corporation, as Administrative Agent (“Administrative Agent”) in favor of MAYVILLE ENGINEERING COMPANY, INC., a Wisconsin corporation (“Grantor”).

WHEREAS, pursuant to that certain Collateral Agreement dated as of December 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) by and among the Grantor, Administrative Agent, and others party thereto, and the Trademark Security Agreement dated as of December 14, 2018 by and among the Grantor and Administrative Agent (“Trademark Security Agreement”), Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the following (collectively, “Trademark Collateral”): (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding any United States federal “intent to use” trademark applications to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such “intent to use” trademark application under Applicable Law; provided that upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. Section 1060, such “intent to use” trademark application shall constitute Collateral), including, without limitation, each Trademark listed on Schedule A; (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B; (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 3, 2019 at Reel 6516 Frame 0453.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in all of the Grantor’s right, title and interest in, to and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A and Schedule B attached hereto, granted pursuant to the Collateral Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

WELLS FARGO STRATEGIC CAPITAL, INC.,
as Administrative Agent


By: Issac Olson

Name: Issac E. Olson

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Date of First Use</u>
	74045125	Mayville Engineering Company, Inc.	04/02/1990	1958
EXPERIENCE YOU CAN TRUST	86024518	Mayville Engineering Company, Inc.	07/31/2013	9/13/2013
MEC	87193353	Mayville Engineering Company, Inc.	10/05/2016	6/1/1947
MEC MARKSMAN	87173353	Mayville Engineering Company, Inc.	09/16/2016	9/30/2016

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.