# OP \$1490.00 975242

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM534852

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Collateral Agent		08/01/2019	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Westinghouse Electric Company LLC
Street Address:	1000 Westinghouse Drive
City:	Cranberry Township
State/Country:	PENNSYLVANIA
Postal Code:	16066
Entity Type:	Limited Liability Company: DELAWARE
Name:	PaR Nuclear, Inc.
Street Address:	899 Highway 96 West
City:	Shoreview
State/Country:	MINNESOTA
Postal Code:	55126
Entity Type:	Corporation: ILLINOIS
Name:	PCI Energy Services LLC
Street Address:	One Energy Drive
City:	Lake Bluff
State/Country:	ILLINOIS
Postal Code:	60044
Entity Type:	Limited Liability Company: DELAWARE
Name:	WECTEC LLC
Street Address:	1000 Westinghouse Drive
City:	Cranberry Township
State/Country:	PENNSYLVANIA
Postal Code:	16066
Entity Type:	Limited Liability Company: DELAWARE
Name:	Fauske and Associates LLC
Street Address:	16W070 83rd Street
City:	Burr Ridge

State/Country:	ILLINOIS
Postal Code:	60527
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 59**

Property Type	Number	Word Mark			
Registration Number:	975242	BORONOMETER			
Registration Number:	1172881	X-SAM			
Registration Number:	1594558	PCI			
Registration Number:	1607201	AMDATA			
Registration Number:	1810184	ANSER			
Registration Number:	1875855	WESDYNE			
Registration Number:	1878285	WESDYNE			
Registration Number:	1906358	ANSER			
Registration Number:	1975098	HIGH-DEP			
Registration Number:	2013331	ECLIPSE			
Registration Number:	2070374	TRACWORKS			
Registration Number:	2229424	COREXPERT			
Registration Number:	2618413	WESTECTOR			
Registration Number:	2620841	STONE & WEBSTER A SHAW GROUP COMPANY			
Registration Number:	2627975	STONE & WEBSTER			
Registration Number:	2655765	RAPID EIDMS			
Registration Number:	2685942	ARSST			
Registration Number:	2903512	CASKWORKS			
Registration Number:	2919803	PEGASYS			
Registration Number:	3026611	FUELNET			
Registration Number:	3090333	SHUFFLEWORKS			
Registration Number:	3406483	FUELMASTER			
Registration Number:	3459211	VEXTOR			
Registration Number:	3465622	NEW START			
Registration Number:	3774158	ZIRLO			
Registration Number:	3894209	AP1000			
Registration Number:	3926432	DYNAMIC PORT			
Registration Number:	3926434	SHIELD			
Registration Number:	3941831	NEW START NUTRITION EXERCISE WELLNESS			
Registration Number:	3994474	NUCLEARNING			
Registration Number:	3994489	NUC LEARNING			
Registration Number:	3998772	NUC LEARNING			
Registration Number:	4039020	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN S			

Property Type	Number	Word Mark
Registration Number:	4055372	AP1000
Registration Number:	4085446	ADVANCED LOGIC SYSTEM
Registration Number:	4102481	ALS
Registration Number:	4110023	WESDYNE INTERNATIONAL
Registration Number:	4112585	WESTE
Registration Number:	4115771	WESTE
Registration Number:	4202258	VSP2
Registration Number:	4229338	PWR OWNERS GROUP
Registration Number:	4276155	ELR
Registration Number:	4289468	SIMPLY ELECTRIC
Registration Number:	4660904	ZEPHYR
Registration Number:	4660907	ZEPHYR FLIES LIKE THE WIND
Registration Number:	4664851	CHISEL
Registration Number:	4664852	CORE
Registration Number:	4664900	STELLAR
Registration Number:	4972527	TITAN
Registration Number:	5014712	AXIOM
Registration Number:	5120000	MOBIUS
Registration Number:	5121208	NEW START
Registration Number:	5121209	NEW START NUTRITION EXERCISE WELLNESS
Registration Number:	5151703	MOBIUS
Registration Number:	5426598	RHOPRO
Registration Number:	5352161	ENCORE
Registration Number:	5221772	THE NUCLEAR RENAISSANCE STARTS HERE
Registration Number:	5402121	WECTEC
Serial Number:	87784740	S AND W STONE AND WEBSTER

#### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1114124 TM

NAME OF SUBMITTER: Jonathan Larson

SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	08/01/2019
Total Attachments: 7	
source=Trademark Security Release - R	Rubicon#page3.tif
source=Trademark Security Release - R	Rubicon#page4.tif
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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 1, 2019 (the "Effective Date"), is made by Goldman Sachs Bank USA, as collateral agent for the Secured Parties (the "Collateral Agent"), in favor of Westinghouse Electric Company LLC, a Delaware limited liability company ("WEC LLC"), PaR Nuclear, Inc., an Illinois corporation ("PaR"), PCI Energy Services LLC, a Delaware limited liability company ("WECTEC") and Fauske and Associates LLC, a Delaware limited liability company (together with WEC LLC, PaR, PCI and WECTEC, the "Grantors").

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors, the other grantors from time to time party thereto and the Collateral Agent, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of August 1, 2018 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 1, 2018 at Reel/Frame 6400/0647;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in and to the Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Security Agreement or the Collateral Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, reconveys, and re-assigns such right, title or interest to the Grantors. The Collateral Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.
- 3. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the

execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release.

- 5. <u>Counterparts</u>. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.
- 6. <u>Severability</u>. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.
- 7. 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 and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

GOLDMAN SACHS BANK USA

as Collateral Agent

Name:

Title:

Gabriel Jacobson Authorized Signatory

#### **GRANTORS:**

#### FAUSKE AND ASSOCIATES LLC

By: Mane: Michael T. Sweeney

Title: Vice President & Secretary

## PAR NUCLEAR, INC.

By: /helm/ distance Michael T. Sweeney

Title: Vice President & Secretary

#### PCI ENERGY SERVICES LLC

Name: Michael T. Sweeney

Title: Vice President & Secretary

#### **WECTEC LLC**

By: Michael T. Sweeney

Title: Vice President & Secretary

# WESTINGHOUSE ELECTRIC COMPANY LLC

Name: Michael T. Sweeney

Title: Secretary

# **SCHEDULE I**

#### **TRADEMARKS**

Owner	Trademark	Status	Filing Date	Application No.	Issue Date	Registration No.
Westinghouse Electric Company LLC	BORONOMETER	Registered	8/3/1971	72399165	12/18/1973	975242
Par Nuclear, Inc.	X-SAM	Registered	4/21/1980	73258859	10/31/1981	1172881
PCI Energy Services, Inc.	PCI	Registered	8/10/1989	73818469	8/10/1989	1594558
Westinghouse Electric Company LLC	AMDATA	Registered	11/9/1988	73762828	7/24/1990	1607201
Westinghouse Electric Company LLC	ANSER	Registered	12/9/1991	74228799	12/7/1993	1810184
Westinghouse Electric Company LLC	WESDYNE & Design	Registered	6/21/1993	74404250	1/24/1995	1875855
Westinghouse Electric Company LLC	WESDYNE & Design	Registered	6/21/1993	74404246	2/7/1995	1878285
Westinghouse Electric Company LLC	ANSER	Registered	6/14/1993	74400847	7/18/1995	1906358
PCI Energy Services, Inc.	HIGH-DEP	Registered	7/31/1995	74709101	5/21/1996	1975098
PCI Energy Services, Inc.	ECLIPSE	Registered	6/22/1995	74692411	11/5/1996	2013331
Westinghouse Electric Company LLC	TRACWORKS & Design	Registered	3/27/1995	74658323	6/10/1997	2070374
Westinghouse Electric Company LLC	COREXPERT	Registered	11/18/1996	75199854	3/2/1999	2229424
Westinghouse Electric Company LLC	WESTECTOR	Registered	11/14/2001	78093183	9/10/2002	2618413
WECTEC LLC	STONE & WEBSTER A SHAW GROUP COMPANY	Registered	7/27/2001	76291011	9/17/2002	2620841
WECTEC LLC	STONE & WEBSTER & Design	Registered	7/27/2001	76291012	10/1/2002	2627975
Westinghouse Electric Company LLC	RAPID EIDMS	Registered	2/20/2001	76212403	12/3/2002	2655765
Fauske & Associates, Inc.	ARSST	Registered	1/24/2002	76362243	2/11/2003	2685942
Westinghouse Electric Company LLC	CASKWORKS	Registered	11/20/2003	78330744	11/16/2004	2903512
Westinghouse Electric Company LLC	PEGASYS & Design	Registered	10/18/2002	78175947	1/18/2005	2919803
Par Nuclear, Inc.	FUELNET	Registered	12/11/2003	78339329	12/13/2005	3026611
Westinghouse Electric Company LLC	SHUFFLEWORKS	Registered	6/3/2005	78642875	5/9/2006	3090333
Par Nuclear, Inc.	FUELMASTER	Registered	12/18/2003	78342950	4/1/2008	3406483
Fauske & Associates, Inc.	VEXTOR	Registered	7/25/2007	77237903	7/1/2008	3459211
Westinghouse Electric Company LLC	NEW START	Registered	5/24/2007	77189257	7/15/2008	3465622
Westinghouse Electric Company LLC	ZIRLO	Registered	3/16/2009	77691557	4/13/2010	3774158
Westinghouse Electric Company LLC	AP1000	Registered	8/30/2007	77268250	12/21/2010	3894209
Westinghouse Electric Company LLC	DYNAMIC PORT	Registered	6/22/2009	77764755	3/1/2011	3926432

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Owner	Trademark	Status	Filing Date	Application No.	Issue Date	Registration No.
Westinghouse Electric Company LLC	SHIELD	Registered	6/22/2009	77764874	3/1/2011	3926434
Westinghouse Electric Company LLC	NEW START NUTRITION EXERCISE WELLNESS & Design	Registered	1/28/2010	77922488	4/5/2011	3941831
Westinghouse Electric Company LLC	NUCLEARNING	Registered	9/8/2009	77821403	7/12/2011	3994474
Westinghouse Electric Company LLC	NUC LEARNING & Design (color)	Registered	9/23/2009	77832994	7/12/2011	3994489
Westinghouse Electric Company LLC	NUC LEARNING & Design	Registered	9/18/2009	77829399	7/19/2011	3998772
Westinghouse Electric Company LLC	SHIELD SHIELD PASSIVE THERMAL SHUTDOWN SEAL & Design	Registered	9/4/2009	77820294	10/11/2011	4039020
Westinghouse Electric Company LLC	AP1000 & Design	Registered	1/27/2011	85227429	1/27/2011	4055372
Westinghouse Electric Company LLC	ADVANCED LOGIC SYSTEM	Registered	7/13/2011	85370251	1/10/2012	4085446
Westinghouse Electric Company LLC	ALS	Registered	7/18/2011	85373963	2/21/2012	4102481
Westinghouse Electric Company LLC	WESDYNE INTERNATIONAL & Design	Registered	1/5/2011	85210568	3/6/2012	4110023
Westinghouse Electric Company LLC	WESTE	Registered	8/13/2010	85106750	3/13/2012	4112585
Westinghouse Electric Company LLC	WESTE & Design	Registered	9/10/2010	85126610	3/20/2012	4115771
Fauske & Associates, Inc.	VSP2	Registered	1/27/2012	85527691	9/4/2012	4202258
Westinghouse Electric Company LLC	PWR OWNERS GROUP	Registered	2/22/2012	85550013	10/23/2012	4229338
Westinghouse Electric Company LLC	ELR	Registered	6/25/2010	85071634	1/15/2013	4276155
Westinghouse Electric Company LLC	SIMPLY ELECTRIC	Registered	9/14/2010	85128813	2/12/2013	4289468
Westinghouse Electric Company LLC	ZEPHYR	Registered	12/3/2013	86133410	12/23/2014	4660904
Westinghouse Electric Company LLC	ZEPHYR FLIES LIKE THE WIND & Design	Registered	12/4/2013	86134564	12/23/2014	4660907
Westinghouse Electric Company LLC	CHISEL	Registered	3/17/2014	86223299	12/30/2014	4664851
Westinghouse Electric Company LLC	CORE	Registered	3/17/2014	86223360	12/30/2014	4664852
Westinghouse Electric Company LLC	STELLAR	Registered	4/17/2014	86254797	12/30/2014	4664900
Westinghouse Electric Company LLC	TITAN	Registered	6/7/2015	86781844	6/7/2016	4972527
Westinghouse Electric Company LLC	AXIOM	Registered	12/14/2015	86848170	8/2/2016	5014712
Westinghouse Electric Company LLC	MOBIUS	Registered	1/20/2015	86507836	1/10/2017	5120000
Westinghouse Electric Company LLC	NEW START	Registered	11/4/2014	86978223	1/10/2017	5121208
Westinghouse Electric Company LLC	NEW START NUTRITION EXERCISE WELLNESS	Registered	11/4/2014	86978275	1/10/2017	5121209

Owner	Trademark	Status	Filing Date	Application No.	Issue Date	Registration No.
	& Design					
Westinghouse Electric Company LLC	MOBIUS & design	Registered	1/20/2015	86508044	2/28/2017	5151703
Westinghouse Electric Company LLC	RHOPRO	Registered	7/14/2017	87528942	3/20/2018	5426598
Westinghouse Electric Company LLC	ENCORE	Registered	3/27/2017	87386978	12/5/2017	5352161
Westinghouse Electric Company LLC	THE NUCLEAR RENAISSANCE STARTS HERE	Registered	9/22/2016	87179456	6/13/2017	5221772
Westinghouse Electric Company LLC	WECTEC	Registered	12/2/2015	86836423	2/23/2018	5402121
WECTEC LLC	S AND W STONE AND WEBSTER & Design	Pending	2/5/2018	87784740		

**RECORDED: 08/01/2019**