# OP \$140.00 2073012

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM562312

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RoyNat Inc.		01/20/2020	Corporation: CANADA

#### **RECEIVING PARTY DATA**

Name:	Bourgault Industries, Ltd.	
Street Address:	500 Hwy #368 North, Saint Brieux	
City:	Saskatchewan	
State/Country:	CANADA	
Postal Code:	S0K3V0	
Entity Type:	Corporation: CANADA	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2073012	BOURGAULT
Registration Number:	3310483	BOURGAULT
Registration Number:	2353552	MID ROW BANDERS
Registration Number:	2355051	M-R-B
Registration Number:	2847151	MID ROW BANDER

#### **CORRESPONDENCE DATA**

**Fax Number:** 6503520699

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:** 6503520514

**Email:** svtmdocket@reedsmith.com

Correspondent Name: Katherine M. Basile

Address Line 1: P.O. Box 488

Address Line 4: Pittsburgh, PENNSYLVANIA 15230

NAME OF SUBMITTER: Noelle A. Klockner	
SIGNATURE:	/Noelle A. Klockner/
DATE SIGNED:	02/14/2020

**Total Attachments: 4** 

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# RELEASE OF TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of January 20, 2020 and granted by RoyNat Inc. (the "Secured Party"), in favor of Bourgault Industries, Ltd., a Canadian corporation (the "Debtor") and its successors, assigns and legal representatives.

WHEREAS, Secured Party and Debtor are parties to certain Trademark Collateral Assignment and Security Interest Agreements, dated February 18, 1999 and November 28, 2006 (the "Security Agreements");

WHEREAS, pursuant to the terms of the Security Agreement dated February 18, 1999, Debtor granted to Secured Party a continuing security interest in and general lien upon, and a conditional assignment of, all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any Trademarks (as defined in the Security Agreement), all prints and labels on which such trademark, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, together with all rights corresponding thereto throughout the world and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement dated November 28, 2006, Debtor granted to Secured Party a continuing security interest in and general lien upon, and a conditional assignment of, all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any Trademarks (as defined in the Security Agreement), together with all rights corresponding thereto throughout the world and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

WHEREAS, the Trademark Collateral Assignment and Security Interest Agreement dated February 18, 1999 was recorded with the United States Patent and Trademark Office at Reel 1881, Frame 0432 dated March 30, 1999;

WHEREAS, the Trademark Collateral Assignment and Security Interest Agreement dated November 28, 2006 was recorded with the United States Patent and Trademark Office at Reel 003549, Frame 0332 dated April 27, 2007; and

WHEREAS, the Debtor has requested that the Secured Party enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the Trademarks pursuant to the Security Agreements.

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

TRADEMARK
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Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Collateral Assignment and Security Interest Agreements 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 Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following:

- 1. all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- 2. all Trademark Licenses granted in connection with the Trademarks listed on <u>Schedule 1</u> annexed hereto; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names, and trademark registrations listed on <a href="Schedule 1">Schedule 1</a> annexed hereto, the trademark registrations issued with respect to the trademark applications listed on <a href="Schedule 1">Schedule 1</a> and the Trademarks licensed under Trademark Licenses, or (b) injury to the goodwill associated with any Trademark, service mark, trade name, trademark registration or Trademark licensed under any Trademark License.

<u>Further Assurances</u>. Secured Party agrees to take all further actions, and provide to the Debtor 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 Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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 Province of Saskatchewan, Canada, without giving effect to any choice or conflict of law provision or rule.

<u>Electronic Delivery</u>. A signed copy of this Release delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.

[SIGNATURE PAGE FOLLOWS]

# SCHEDULE 1

# TRADEMARKS

	Registration	Registration
Trademark	Number	Date
BOURGAULT	2073012	June 24, 1997
BOURGAULT	3310483	October 16, 2007
MID ROW BANDERS	2353552	May 30, 2000
M-R-B	2355051	June 6, 2000
MID ROW BANDER	2847151	June 1, 2004

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

ROYNAT, Inc.

By: \_\_\_

Titled

JUSTIN Schneider DIRECTUR AND DISTRUTMANAGER