

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milton Debtco, LLC		12/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Milton Industries, Inc.		
Street Address:	4500 West Cortland St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60639		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5049850	M STYLE	
Registration Number:	5211892	S211	
Registration Number:	5211893	S-728	
Registration Number:	5309083	S-711	
Registration Number:	5309084	S-715	
Registration Number:	5309085	S-716	
Registration Number:	5309086	S-727	
Registration Number:	5330421	EXELAIR	
Registration Number:	5337273	SIMPLY BETTER AIR	
Registration Number:	5444831	COLOR FIT	
Registration Number:	5444832	COLOR FIT	
Registration Number:	5514199	COBRAFLEX	
Registration Number:	4366809	KWIK-CHANGE	
Registration Number:	5634684	HIGHFLOWPRO	
Registration Number:	4382090	MILTON	
Registration Number:	4304144	MILTON INDUSTRIES, INC.	
Registration Number:	5769788	KWIK CHANGE	
Registration Number:	4294825	MILTON INDUSTRIES, INC.	
Serial Number:	88687495	S-506	

CH \$565.00 5049850

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88687509	S506
Serial Number:	88687517	S-516
Serial Number:	88687533	S516

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-00528
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	06/16/2021

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “**Release**”), dated as of December 19, 2019, is made by **MILTON DEBT CO, LLC**, as Agent (the “**Agent**”), under the Note Purchase Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Note Purchase Agreement).

WHEREAS, in connection with that certain Note Purchase Agreement (as amended, restated, supplemented or otherwise modified, the “**Note Purchase Agreement**”), dated as of November 21, 2019, by and among Milton MidCo, LLC, a Delaware limited liability company (the “**Company**”), Tool Group Holdings Corp., Milton Industries, Inc. (the “**Grantor**”), the other Guarantors named therein (together with the Company, each a “**Company Party**” and collectively, the “**Company Parties**”), the purchasers from time to time party thereto (each a “**Purchaser**” and collectively, the “**Purchasers**”), and Agent, the Purchasers extended certain financial accommodations to the Company Parties;

WHEREAS, in connection with the Note Purchase Agreement, and pursuant to that certain Trademark Security Agreement described on Annex I attached hereto (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Trademark Security Agreement**”), the Grantor granted a lien on and security interest in the Trademark Collateral (as defined below) owned by the Grantor; and

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

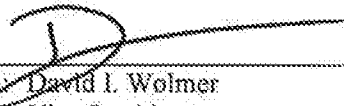
1. The Agent, on behalf of itself and each other Purchaser, hereby **RELEASES**, terminates and discharges its liens and security interests in all of the Grantor’s right, title and interest in and to the following (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks, including those referred to on Annex I hereto, and rights in and to Intellectual Property Licenses with respect to Trademarks to which it is a party;
 - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.
2. The Agent hereby reassigns, grants and conveys to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral, without recourse or representation or warranty, express or implied, of any kind.
3. The Agent agrees to execute, acknowledge, procure and deliver to the Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or their respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and the Grantor’s (or their assignees’) right, title and interest in and to the Trademark Collateral.

The Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the security interest in the released collateral described herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

MILTON DEBTCO, LLC, as Agent

By: 
Name: David I. Wolmer
Title: Vice President

[Signature Page to Release of Security Interest in Patent Collateral]

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TRADEMARK
REEL: 007328 FRAME: 0286

TRADEMARKS

Trademark Security Agreement dated as of November 20, 2019, by Milton MidCo, LLC in favor of Milton DebtCo, LLC.

Mark	Status/Key Dates	App. No./Reg. No.	Owner Information
<u>M STYLE</u>	Registered: September 27, 2016 Filed: March 31, 2016	RN: 5049850 SN: 86960402	Milton Industries, Inc.
<u>S211</u>	Registered: May 30, 2017 Filed: March 31, 2016	RN: 5211892 SN: 86960360	Milton Industries, Inc.
<u>S-728</u>	Registered: May 30, 2017 Filed: March 31, 2016	RN: 5211893 SN: 86960394	Milton Industries, Inc.
<u>S-711</u>	Registered: October 17, 2017 Filed: March 31, 2016	RN: 5309083 SN: 86960369	Milton Industries, Inc.
<u>S-715</u>	Registered: October 17, 2017 Filed: March 31, 2016	RN: 5309084 SN: 86960375	Milton Industries, Inc.
<u>S-716</u>	Registered: October 17, 2017 Filed: March 31, 2016	RN: 5309085 SN: 86960381	Milton Industries, Inc.
<u>S-727</u>	Registered: October 17, 2017 Filed: March 31, 2016	RN: 5309086 SN: 86960385	Milton Industries, Inc.
<u>EXELAIR</u>	Registered November 7, 2017 Filed: February 17, 2016	RN: 5330421 SN: 86910490	Milton Industries, Inc.
<u>SIMPLY BETTER AIR</u>	Registered November 14, 2017 Filed: July 19, 2016	RN: 5337273 SN: 87975891	Milton Industries, Inc.
<u>COLOR FIT</u>	Registered April 10, 2018 Filed: April 18, 2017	RN: 5444831 SN: 87416057	Milton Industries, Inc.
<u>COLOR FIT and Design</u>	Registered April 10, 2018 Filed: April 18, 2017	RN: 5444832 SN: 87416066	Milton Industries, Inc.

Mark	Status/Key Dates	App. No./Reg. No.	Owner Information
<u>COBRAFLX</u>	Registered July 10, 2018 Filed: February 17, 2016	RN: 5514199 SN: 86910439	Milton Industries, Inc.
<u>KWIK-CHANGE</u>	Registered: July 16, 2013 Filed: April 6, 2012	RN: 4366809 SN: 85591340	Milton Industries, Inc.
<u>HIGHFLOWPRO</u>	Registered December 18, 2018 Filed: August 25, 2017	RN: 5634684 SN: 87979091	Milton Industries, Inc.
<u>MILTON</u>	Registered: August 13, 2013 Filed: April 6, 2012	RN: 4382090 SN: 85591286	Milton Industries, Inc.
<u>MILTON INDUSTRIES, INC. and Design</u>	Registered: March 19, 2013 Filed: April 6, 2012	RN: 4304144 SN: 85591330	Milton Industries, Inc.
<u>KWIK CHANGE</u>	Registered: June 4, 2019 Filed: November 16, 2018	RN: 5769788 SN: 88196671	Milton Industries, Inc.
<u>MILTON INDUSTRIES, INC.</u>	Registered: February 26, 2013 Filed: April 6, 2012	RN: 4294825 SN: 85591320	Milton Industries, Inc.
<u>s-506</u>	Filed: November 11, 2019	SN: 88687495	Milton Industries, Inc.
<u>s506</u>	Filed: November 11, 2019	SN: 88687509	Milton Industries, Inc.
<u>s-516</u>	Filed: November 11, 2019	SN: 88687517	Milton Industries, Inc.
<u>s516</u>	Filed: November 11, 2019	SN: 88687533	Milton Industries, Inc.