

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		04/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Thermo Fluids Inc.		
Street Address:	4301 West Jefferson Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85403		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2210793	READY FILL	
Registration Number:	3642705	FEEL ECO-CONFIDENT	
Registration Number:	3590451	THERMO FLUIDS	
Registration Number:	3750421	GREEN SHIELD PARTNERS	
Serial Number:	85307778	GREEN SHIELD SERVICES	
CORRESPONDENCE DATA			
Fax Number:	7132212172		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7132232300		
Email:	docketing@bglp.com		
Correspondent Name:	Bracewell & Giuliani LLP		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	088599.000078		

OP \$140.00 2210793

NAME OF SUBMITTER:	Michael F. Hay
Signature:	/Michael F. Hay/
Date:	04/25/2012
<b>Total Attachments: 5</b> source=Patent and Trademark Release (Madison Capital) Executed#page1.tif source=Patent and Trademark Release (Madison Capital) Executed#page2.tif source=Patent and Trademark Release (Madison Capital) Executed#page3.tif source=Patent and Trademark Release (Madison Capital) Executed#page4.tif source=Patent and Trademark Release (Madison Capital) Executed#page5.tif	

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**") is made as of April 10, 2012 ("**Effective Date**") by and between Thermo Fluids Inc., a Delaware corporation ("**Grantor**") and Madison Capital Funding LLC, a Delaware limited liability company as agent for certain financial institutions (in such capacity, "**Agent**").

**WHEREAS**, pursuant to the terms and conditions of certain Trademark Security Agreements by and between Grantor and Agent described on Annex I attached hereto (the "**Trademark Security Agreements**"), Grantor pledged and granted to Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as such term is defined in the Trademark Security Agreements), including, without limitation, the United States trademark registrations and application for trademark registration described on Annex I attached hereto, in each case together with the goodwill associated therewith;

**WHEREAS**, in connection with the Trademark Security Interest by and between Grantor and Agent (as successor-in-interest to The Royal Bank of Scotland PLC, as Collateral Agent) described on Annex I attached hereto (the "**Trademark Security Interest**"; and together with the Trademark Security Agreements, collectively, the "**Security Agreements**"), Grantor pledged and granted to Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under certain intellectual property owned by the Grantor, including, without limitation, the United States trademark registrations described on Annex I attached hereto (collectively with the Trademark Collateral, the "**Collateral**"); and

**WHEREAS**, the Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on Annex I attached hereto; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Agent.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates the Security Agreements, and hereby terminates, cancels and releases any and all security interests it has against the Collateral.

Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than the Collateral set forth on Annex I attached hereto, in any jurisdiction throughout the world.

Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

Agent hereby authorizes Grantor to make such filings with the United States Patent and Trademark Office as may be reasonably determined by Grantor to be required to record and evidence the termination, cancellation, and release of the security interests in the Collateral evidenced hereby.

\* \* \* \* \*

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

MADISON CAPITAL FUNDING LLC, As Agent

Name: Kevin Bolash

Title: Senior Vice President

Trademark Release

TRADEMARK  
REEL: 004764 FRAME: 0399

**ANNEX I**

The Trademark Security Agreement, dated as of July 14, 2011, by Thermo Fluids Inc. in favor of Madison Capital Funding LLC, as Collateral Agent, was recorded with the U.S. Patent and Trademark Office on July 15, 2011 at Reel/Frame No. 4584/0077 and covered the following Collateral:

<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>	<b>Trademark</b>
2210793	12/15/1998	READY FILL
3642705	6/23/2009	FEEL ECO-CONFIDENT
3590451	3/17/2009	THERMO FLUIDS
3750421	2/16/2010	GREEN SHIELD PARTNERS
85307778	4/28/2011	GREEN SHIELD SERVICES

The Trademark Security Agreement, dated as of April 4, 2011, by Thermo Fluids Inc. in favor of Madison Capital Funding LLC, as Collateral Agent, was recorded with the U.S. Patent and Trademark April 11, 2011 at Reel/Frame No. 4519/0126 and covered the following Collateral:

<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>	<b>Trademark</b>
3642705	6/23/2009	FEEL ECO-CONFIDENT
3590451	3/17/2009	THERMO FLUIDS
3750421	2/16/2010	GREEN SHIELD PARTNERS

The Trademark Security Interest, dated as of June 27, 2006, by Thermo Fluids Inc. in favor of The Royal Bank of Scotland PLC, as Collateral Agent, was recorded with the U.S. Patent and Trademark June 29, 2006 at Reel/Frame No. 3338/0631, assigned to Madison Capital Funding LLC as of April 4, 2011 and recorded on 4/11/2011 at Reel/Frame 4519/0430, and covered the following Collateral:

Application/ Registration No.	Application/ Registration Date	Trademark
2210793	12/15/1998	READY FILL