

## 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
Comerica Bank, as Agent		09/07/2012	Texas banking association: TEXAS
RECEIVING PARTY DATA			
Name:	Peerless Mfg. Co.		
Street Address:	14651 North Dallas Parkway		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	CORPORATION: TEXAS		
Name:	PMC Acquisition, Inc.		
Street Address:	14651 North Dallas Parkway		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4129197	EDGE	
Registration Number:	2375692	LISP	
Registration Number:	2369075	LISP	
Registration Number:	1972099	PEERLESS MFG CO	
Registration Number:	1062162	PEERLESS	
Registration Number:	942716	P DESIGNERS FABRICATORS	

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2147455390*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 214-745-5226**Email:** awalker@winstead.com**Correspondent Name:** Andrea Walker, Winstead PC**Address Line 1:** P.O. Box 131851**Address Line 4:** Dallas, TEXAS 75313-1851**ATTORNEY DOCKET NUMBER:**

641-246 TM RELEASE PMFG

**NAME OF SUBMITTER:**

Andrea Walker

**Signature:**

/Andrea Walker/

**Date:**

09/25/2012

**Total Attachments:** 3

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated as of September 7, 2012 ("Release") is made by Comerica Bank, a Texas banking association, in its capacity as Agent (the "Secured Party") for the financial institutions (collectively, the "Lenders") from time to time signatory to the Revolving Credit and Term Loan Agreement, dated as of April 30, 2008 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement") by and among the Lenders, the Secured Party, PMFG, Inc. ("Holdings"), Peerless Mfg. Co. (the "Company"), PMC Acquisition, Inc. ("PMC Acquisition"), and the Subsidiaries (as defined in the Credit Agreement) signatory thereto from time to time (together with the Company and PMC Acquisition, each, individually a "Borrower," and collectively the "Borrowers").

WHEREAS, pursuant to that certain Security Agreement, dated April 30, 2008 (as amended, restated, or otherwise modified from time to time, the "Security Agreement") and recorded on May 8, 2008 in the records of the United States Patent and Trademark Office at Trademark Reel 003773, Frame 0917, the Borrowers, Holdings and the Subsidiaries signatory thereto (collectively, the "Debtors") granted to the Secured Party a security interest in all of Debtors' trademarks (the "Trademarks"), including but not limited to the trademarks listed on attached Exhibit A and any trademark acquired by any Debtor thereafter.

WHEREAS, the Secured Party has agreed to: (i) release all of its security interest covering the Trademarks; (ii) restore all right, title and interest in and to the Trademarks to the Debtors; and (iii) dissolve any and all liens and encumbrances respecting the Trademarks under the Security Agreement or otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release and terminate in its entirety its security interest in, and discharges, quit claims and relinquishes unto the Debtors (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and to the Trademarks, any goodwill of the business connected with the use of, and symbolized by, the Trademarks and all products and proceeds of the foregoing. The Secured Party hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by either of the Debtors, at the Debtors' sole cost and expense, to effectuate or evidence such release.

**(Remainder of page intentionally left blank.)**

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

COMERICA BANK, as Agent

By: Kelly Cowherd  
Kelly Cowherd  
Its: Vice President

**EXHIBIT A****TRADEMARK COLLATERAL**

<b>Mark</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Owner</b>
EDGE	78/725501	4,129,197	10/3/05	04/17/12	Peerless Mfg. Co.
LISP (and Design)	75/359808	2,375,692	9/19/97	8/8/00	Peerless Mfg. Co.
LISP	75/360070	2,369,075	9/19/97	7/18/00	Peerless Mfg. Co.
PEERLESS MFG CO	74/423418	1,972,099	8/10/93	5/7/96	Peerless Mfg. Co.
PEERLESS	73/017785	1,062,162	4/3/74	3/29/77	Peerless Mfg. Co.
P DESIGNERS FABRICATORS (and Design)	72/379794	942,716	12/30/70	9/12/72	Peerless Mfg. Co.
ABCO (and Design)	58501341	60175	N/A	3/7/01	PMC Acquisition, Inc.