### 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
Main Street Capital Corporation		12/23/2013	CORPORATION: MARYLAND

#### RECEIVING PARTY DATA

Name:	Thermal & Mechanical Equipment, LLC	
Street Address:	1423 E. Richey Road	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77073-3508	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3637205	TMEC

#### CORRESPONDENCE DATA

Fax Number: 2149694343

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Phone: 214-969-2877

Email: trademarkdallas@akingump.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: PO BOX 130688

Address Line 4: Dallas, TEXAS 75313-0688

ATTORNEY DOCKET NUMBER:	690127-0019
NAME OF SUBMITTER:	Sanford E. Warren, Jr.
Signature:	/Sanford E. Warren, Jr./
Date:	12/24/2013

### Total Attachments: 3

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#### TERMINATION OF TRADEMARK SECURITY AGREEMENTS

This TERMINATION OF TRADEMARK SECURITY AGREEMENTS dated as of December 23, 2013, (the "<u>Termination</u>") is by and among THERMAL & MECHANICAL EQUIPMENT, LLC, a Delaware limited liability company ("<u>Grantor</u>"), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as agent (in such capacity, "<u>Agent</u>") for the lenders (the "<u>Lenders</u>") party to the Loan Agreements referred to below, as follows:

### WITNESSETH

WHEREAS, in connection with the First Lien Loan Agreement, dated as of September 25, 2009 (as amended, restated, modified or supplemented from time to time, the "<u>First Lien Loan Agreement</u>"), among Grantor, Agent and the Lenders, Grantor executed and delivered to Agent that certain First Lien Trademark Security Agreement, dated as of September 25, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>First Lien Trademark Security Agreement</u>");

WHEREAS, in connection with the Second Lien Loan Agreement, dated as of September 25, 2009 (as amended, restated, modified or supplemented from time to time, the "Second Lien Loan Agreement" and, together with the First Lien Loan Agreement, the "Loan Agreements"), among Grantor, Agent and the Lenders, Grantor executed and delivered to Agent that certain Second Lien Trademark Security Agreement, dated as of September 25, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement" and together with the First Lien Trademark Security Agreement, the "Trademark Security Agreements"); and

WHEREAS, in connection with payment of the obligations under the Loan Agreements, Grantor has requested that Agent, and Agent has agreed to, (i) terminate the Trademark Security Agreements and (ii) release its security interest in (x) the Trademark Collateral granted to it, and as defined, in the First Lien Trademark Security Agreement and (y) the Trademark Collateral granted to it, and as defined, in the Second Lien Trademark Security Agreement (collectively, the "Collateral").

NOW, THEREFORE, Agent, without recourse, representation or warranty and at Grantor's sole cost and expense, hereby TERMINATES and RELEASES all of its right, title and interest in, and the security interests granted in, the Collateral (including, without limitation, the Trademarks and Trademark Applications of Grantor listed on Schedule I and all proceeds thereof) to Agent pursuant to each Trademark Security Agreement, and agrees, confirms and acknowledges that each Trademark Security Agreement shall be terminated. In addition, Agent agrees to provide Grantor with further information and additional authorization reasonably necessary to evidence such release as may be reasonably requested by Grantor.

Capitalized terms used and not defined herein having the meaning assigned to such terms in the applicable Loan Agreement.

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TRADEMARK
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IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Agreements to be duly executed and delivered by its duly authorized officer as of the date first written above.

> MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as Agent

Name: Travis Haley

Title: Managing Director

## Schedule I

to

# Termination of Trademark Security Agreements

## A. REGISTERED TRADEMARKS

<u>Mark</u>	Reg. Number	Reg. Date	<u>Owner</u>
"TMEC"	3,637,205	6/16/2009	THERMAL &
			MECHANICAL EQUIPMENT, LLC

"Thermal & Mechanical Equipment Company" trade name filed with the State of Texas and Harris County, Texas.

B. TRADEMARK APPLICATIONS None.

**RECORDED: 12/24/2013** 

C. COMMON LAW TRADEMARKS
"Thermal and Mechanical Equipment Company

[Schedule I to Termination of Trademark Security Agreements]

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