TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM349890

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| KeyBank National Association, as Administrative Agent | | 07/31/2015 | national banking association: UNITED STATES |

RECEIVING PARTY DATA

| Name: | ExperTank, LLC |
|-----------------|---------------------------------|
| Street Address: | 4366 Mt. Pleasant Street |
| City: | North Canton |
| State/Country: | OHIO |
| Postal Code: | 44720 |
| Entity Type: | LIMITED LIABILITY COMPANY: OHIO |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3958854 | EXPERTANK |

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

PTO TMconfirmation@mvalaw.com Email:

MOORE & VAN ALLEN PLLC Correspondent Name:

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

| ATTORNEY DOCKET NUMBER: | 020445-22 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | John E. Slaughter |
| SIGNATURE: | /John E. Slaughter/ |
| DATE SIGNED: | 07/31/2015 |

Total Attachments: 3

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> **TRADEMARK** REEL: 005589 FRAME: 0180

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 31, 2015 ("Release"), is made by KeyBank National Association, as administrative agent (in such capacity, "Administrative Agent") in favor of ExperTank, LLC, an Ohio limited liability company ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of December 16, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and Administrative Agent, each Grantor granted to Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a security interest in any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing:

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Memorandum of Security Interest in Trademarks, dated as of December 16, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 17, 2010 at Reel 004435 Frame 0651.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms.</u> All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

| inisti | | |
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KeyBank National Association, as Administrative Agent

EXPERTANK, LLC TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Schedule A

ExperTank, LLC (Ohio Limited Liability Company)

U.S. Trademark

Registered Mark

| Mark | Res. No. | |
|-----------|----------|----------|
| EXPERTANK | 3958854 | 05/10/11 |

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RECORDED: 07/31/2015