# OP \$115.00 3715766

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM352280

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|------------------|----------------|

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type       |
|--|----------|----------------|-------------------|
| Credit Suisse AG, Cayman<br>Islands Branch, as collateral<br>agent |          | 08/21/2015     | Bank: SWITZERLAND |

## **RECEIVING PARTY DATA**

| Name:           | Osmose Utilities Services, Inc. |  |  |
|-----------------|---------------------------------|--|--|
| Street Address: | 215 Greencastle Road            |  |  |
| City:           | Tyrone                          |  |  |
| State/Country:  | GEORGIA                         |  |  |
| Postal Code:    | 30290                           |  |  |
| Entity Type:    | CORPORATION: DELAWARE           |  |  |

### **PROPERTY NUMBERS Total: 4**

| Property Type        | Number  | Word Mark    |
|----------------------|---------|--------------|
| Registration Number: | 3715766 | LOADCALC     |
| Registration Number: | 3640307 | MP400-EXT    |
| Registration Number: | 3852883 | O-CALC       |
| Registration Number: | 3715767 | STRENGTHCALC |

# **CORRESPONDENCE DATA**

**Fax Number:** 7147558290

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP

Address Line 1:650 Town Center Drive, Suite 2000Address Line 4:Costa Mesa, CALIFORNIA 92626

| ATTORNEY DOCKET NUMBER: | 038263-0294 |
|-------------------------|-------------|
| NAME OF SUBMITTER:      | Anna T Kwan |
| SIGNATURE:              | /atk/       |
| DATE SIGNED:            | 08/21/2015  |

**Total Attachments: 4** 

TRADEMARK REEL: 005605 FRAME: 0051

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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of August 21, 2015 (the "Effective Date") by Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as collateral agent (the "Collateral Agent") for the Secured Parties in favor of Osmose Utilities Services, Inc. (the "Grantor"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Intellectual Property Security Agreement, or if not defined therein in the Credit Agreement.

WHEREAS, reference is made to that certain Senior Secured Credit Agreement dated as of November 26, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Osmose Holdings, Inc., a Delaware corporation (the "Borrower"), OHI Intermediate Holdings, Inc., a Delaware corporation, Credit Suisse as Administrative Agent and the Collateral Agent, and the Lenders party thereto;

**WHEREAS**, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor executed and delivered that certain Security Agreement dated November 26, 2012 made by, inter alia, the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement, and pursuant to the terms and conditions of the Security Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute that certain Intellectual Property Security Agreement by and among, inter alia, the Grantor and the Collateral Agent dated November 26, 2012, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor (collectively, the "Collateral"), including, without limitation, all of the Grantor's right, title and interest in and to the following:

- i. the patents and patent applications set forth in <u>Schedule A</u> hereto (the "Patents");
- ii. the trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (the "Trademarks"):
- iii. the copyright registrations and applications set forth in <u>Schedule A</u> hereto (the "*Copyrights*");
- iv. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- v. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- vi. any and all proceeds of, collateral for, income, royalties and other payments then or thereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

**WHEREAS**, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on November 26, 2012 at Reel/Frame 4906/0813, and Reel/Frame 029351/0768; and

**WHEREAS**, the Grantor is being released from its obligations under the Credit Agreement, the Intellectual Property Security Agreement and the Security Agreement, and the Collateral Agent has agreed to terminate and release its security interest in the Collateral, and to reconvey any and all rights it has in the Collateral to the Grantor.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Intellectual Property Security Agreement and the Security Agreement, and hereby relinquishes, terminates, cancels, discharges and releases any and all security interests it has against the Collateral, and hereby re-assigns and re-transfer to the Grantor, any and all right, title and interest it may have in the Collateral.

The Collateral Agent shall, at the Grantor's expense, take all further actions, and provide to the 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 the Grantor to more fully and effectively effectuate the purposes of this Release.

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

| CREDI   | SUISSE AG, CAYMAN ISLANDS BRANCH | I |
|---------|----------------------------------|---|
| /       | 200                              |   |
| Name:   | VIPUL DHADDA                     |   |
| Name: _ | AUTHORIZED SIGNATORY             |   |
| Title:  |                                  |   |
| CREDI   | SUISSE AG, CAYMAN ISLANDS BRANCH | [ |
| Name: _ | Lingzi Huang                     |   |
|         | Authorized Signatory             |   |
| T:41    |                                  |   |

[Signature Page to Release of Security Interest in Intellectual Property]

# **SCHEDULE A**

# **PATENTS**

| Grantor                            | Country | Title  | Patent No. Issue Date | App. No.<br>Filing Date |
|------------------------------------|---------|--|-----------------------|-------------------------|
| Osmose Utilities                   | US      | Pole reinforcement truss   | 7415808               | 10913674                |
| Services, Inc.                     |         |  | 8/26/2008             | 8/6/2004                |
| Osmose Utilities<br>Services, Inc. | US      | Pole reinforcement truss   | 7363752<br>4/29/2008  | 10811333<br>3/26/2004   |
| Osmose Utilities<br>Services, Inc. | US      | Fire retardant device for protecting wooden structures from fire |                       | 13622213<br>9/18/2012   |

# **TRADEMARKS**

| Grantor          | Trademark    | Country | App. No.<br>Filing Date | Reg. No.<br>Reg. Date |
|------------------|--------------|---------|-------------------------|-----------------------|
| Osmose Utilities | LOADCALC     | US      | 77219051                | 3715766               |
| Services, Inc.   |              |         | 6/29/2007               | 11/24/2009            |
| Osmose Utilities | MP400-EXT    | US      | 77220899                | 3640307               |
| Services, Inc.   |              |         | 7/2/2007                | 6/16/2009             |
| Osmose Utilities | O-CALC       | US      | 77925806                | 3852883               |
| Services, Inc.   |              |         | 2/2/2010                | 9/8/2010              |
| Osmose Utilities | STRENGTHCALC | US      | 77219439                | 3715767               |
| Services, Inc.   |              |         | 6/29/2007               | 11/24/2009            |

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**RECORDED: 08/21/2015**