

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379069

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at Reel 4641, Frame 0151

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent		04/01/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Hussmann Corporation
Street Address:	12999 St. Charles Rock Road
City:	Bridgeton
State/Country:	MISSOURI
Postal Code:	63044
Entity Type:	Corporation: MISSOURI

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	514992	HUSSMANN
Registration Number:	647473	HUSSMANN
Registration Number:	851921	HUSSMANN
Registration Number:	1961129	IMPACT
Registration Number:	880877	KRACK
Registration Number:	1958400	PROTOCOL

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

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ATTORNEY DOCKET NUMBER: 5828400-0009-S216

CH \$165.00 514992

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	04/01/2016
Total Attachments: 4 source=RELEASE OF SECURITY INTEREST IN TRADEMARKS FROM GECC TO HUSSMANN [Executed]#page1.tif source=RELEASE OF SECURITY INTEREST IN TRADEMARKS FROM GECC TO HUSSMANN [Executed]#page2.tif source=RELEASE OF SECURITY INTEREST IN TRADEMARKS FROM GECC TO HUSSMANN [Executed]#page3.tif source=RELEASE OF SECURITY INTEREST IN TRADEMARKS FROM GECC TO HUSSMANN [Executed]#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE (this “Trademark Release”) is made as of April 1, 2016 from General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent for the Secured Parties (as defined in the Credit Agreement (referred to below)), to Hussmann Corporation (the “Grantor”). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

WHEREAS, *inter alia* Hussmann Acquisition Inc. (the “Borrower”), a Delaware corporation, Hussmann Midco Inc., a Delaware corporation, and the Lenders and agents party thereto, including us, General Electric Company (as successor in interest by merger to General Electric Capital Corporation), as Administrative Agent entered into that certain Credit Agreement dated as of September 30, 2011 (as amended and restated by that certain Amended and Restated Credit Agreement dated as of December 27, 2012, as amended by that First Amendment dated June 27, 2014 and by that Second Amendment dated November 14, 2014, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Pledge and Security Agreement, the Grantor executed that certain Grant of Security Interest in United States Trademarks dated September 30, 2011 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Grant of Security Interest in United States Trademarks was recorded on October 13, 2011 at Reel 4641, Frame 0151 with the United States Patent and Trademark Office in favor of the Administrative Agent; and

WHEREAS, the Administrative Agent now desires to terminate, release and reassign to Grantor the entirety of any security interest it may have in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Trademark Release, the Administrative Agent, and the Grantor hereby agree as follows:

SECTION 1. TRADEMARK COLLATERAL. The term “Trademark Collateral,” as used herein, shall mean:

(a) all of Grantor’s trademarks, service marks, and other indicia of origin and all exclusive trademark licenses to which Grantor is a party, including, but not limited to, those set forth on Schedule I hereto;

(b) all rights to sue at law or in equity for any past, present and/or future infringement, dilution or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(c) all proceeds with respect to any of the foregoing, including claims, license fees, royalties and any other fees or payments.

SECTION 2. Release of Security Interest. The Administrative Agent, for itself and on behalf of the Secured Parties (and each of their respective successors and assigns), hereby terminates, cancels, releases, discharges, and reassigns to Grantor, any and all security interest that the Administrative Agent or any of the Secured Parties may have in the Trademark Collateral, and all of the goodwill of the business connected with the use thereof, and symbolized thereby. The Administrative Agent agrees, at the Borrower's expense, to timely cooperate with, and to timely take all reasonable actions and provide to the Borrower, its successors, assigns or other legal representatives with, the information and additional actions, documents and authorization necessary to effect the release of any security interest it may have in the Trademark Collateral.

SECTION 3. Recordation. The Administrative Agent authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office, and any other applicable registry.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Release by its duly authorized officer as of the date first above written.

General Electric Company (*as successor in interest by merger to General Electric Capital Corporation*), as Administrative Agent

By: 

Name: Louis M. Natale

Title: Duly Authorized Signatory

**SCHEDULE I
TRADEMARK COLLATERAL**

A. U.S. Registered Trademarks

	Trademark	Registration Number	Registration Date
1	HUSSMANN	514992	September 13, 1949
2	HUSSMANN	647473	June 25, 1957
3	HUSSMANN	851921	July 2, 1968
4	IMPACT	1961129	March 5, 1996
5	KRACK	880877	November 18, 1969
6	PROTOCOL	1958400	February 27, 1996

B. U.S. Trademark Applications

None.

C. Exclusive Trademark Licenses

None.