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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM389157

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of security interest recorded at reel/frame 4786/0756	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC, as collateral agent		06/16/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Aterian Burner Systems International, Inc.
Street Address:	3600 Cummings Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37419
Entity Type:	Corporation: DELAWARE
Name:	Gas Components Group, Inc.
Street Address:	3600 Cummings Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37419
Entity Type:	Corporation: DELAWARE
Name:	Burner Systems International, Inc.
Street Address:	3600 Cummings Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37419
Entity Type:	Corporation: DELAWARE
Name:	Universal Tubular Systems, LLC
Street Address:	3600 Cummings Road
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37419
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

TRADEMARK REEL: 005821 FRAME: 0356

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Property Type	Number	Word Mark
Registration Number:	1029245	KOOL-LITE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle Street
Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	18045-4 MN
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	06/24/2016

Total Attachments: 3

source=7(a)(3).Trademark Security Interest Release EXECUTED#page1.tif source=7(a)(3).Trademark Security Interest Release EXECUTED#page2.tif source=7(a)(3).Trademark Security Interest Release EXECUTED#page3.tif

TRADEMARK REEL: 005821 FRAME: 0357

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This Release of Security Interests in Intellectual Property is made as of the 16th day of June, 2016 (the "Release Date"), in favor of Aterian Burner Systems International, Inc., a Delaware corporation (the "Parent"), Gas Components Group, Inc., a Delaware corporation ("GCG"), Burner Systems International, Inc., a Delaware corporation ("BSI") and Universal Tubular Systems, LLC, a Delaware limited liability company ("UTS" and together with Parent, GCG and BSI, each a "Grantor", and collectively the "Grantors"), by Cerberus Business Finance, LLC, as administrative agent (in such capacity "Secured Party").

WHEREAS, a Trademark Security Agreement, dated May 23, 2012, by the Grantor in favor of Secured Party ("<u>Trademark Security Agreement</u>") was recorded on May 23, 2012 by the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel/Frame 4786/0756.

WHEREAS, the Grantor has made payment to satisfy the obligations owed to the Secured Party by the Grantor under the above referenced Trademark Security Agreement, and the Secured Party has agreed to terminate, release and discharge its security interest in all of the IP Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks (as such term is defined in the Trademark Security Agreement) listed on Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

- 1. All of Secured Party's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created pursuant to the Trademark Security Agreement (collectively, the "Security Interests"), including any such Security Interests encumbering the IP Collateral, are hereby automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested in writing by Grantor at Grantor's cost and expense, including filings with the U.S. Patent and Trademark Office against the IP Collateral (including, without limitation, the Trademarks listed on Schedule A hereto), as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor's cost and expense. Secured Party authorizes the Grantors or any of their designee to make any such filing with the U.S. Patent and Trademark Office as may be reasonably determined by the Grantors to be required to record and evidence the termination, cancellation, and release of the Security Interests in the IP Collateral.
- 2. If and to the extent that Secured Party has acquired any right, title or interest in or to any of the IP Collateral, it hereby assigns and transfers such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Secured Party may have acquired.
- 3. This Release may be executed in any number of counterparts, but all of such counterparts shall together constitute one and the same instrument. This Release shall be governed and construed in accordance with the laws of the State of New York.

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DOC ID - 23707172.3 LEGAL_US_E # 122187459.2 IN WITNESS WHEREOF, each of the parties hereto has caused this document to be signed as of the date first set forth above by a duly authorized representative.

CERBERUS BUSINESS KINANCE, LLC, as

Agent

BY: //
NAME: Daniel Coll

TITLE: Rodert

SCHEDULE A

TRADEMARKS

			Application or		
Company	Country	<u>Trademark</u>	Registration No.	<u>Filing</u> <u>Date</u>	Registration Date
BURNER SYSTEMS INTERNATIONAL, INC.	USA	KOOL-LITE	1029245	April 7, 1975	January 6, 1976
BURNER SYSTEMS INTERNATIONAL, INC.	Mexico	DOUBLE BEAD	680356	N/A	N/A
BURNER SYSTEMS INTERNATIONAL, INC.	Brazil	DOUBLE BEAD	823046958	N/A	N/A

DOC ID - 23707172.3 LEGAL_US_E # 122187459.2

RECORDED: 06/24/2016

TRADEMARK REEL: 005821 FRAME: 0360