

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		08/31/2016	BANK: CANADA
RECEIVING PARTY DATA			
Name:	QUALAWASH HOLDINGS, LLC		
Street Address:	1302 N. 19TH STREET, SUITE 300		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1373003	QUALAWASH	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207509-229		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	09/07/2016		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of August 31, 2016, by BANK OF MONTREAL, in its capacity as Administrative Agent (“**Administrative Agent**”), in favor of QualaWash Holdings, LLC, a Florida limited liability company (“**Grantor**”). Capitalized terms used in this Release but not otherwise defined shall have the respective meaning set forth in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, Administrative Agent and Grantor are parties to that certain Security Agreement dated June 29, 2012 (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Administrative Agent and Grantor entered into that certain Trademark Security Agreement, dated as of June 29, 2012 and which was recorded with the Trademark Division of the United States Patent and Trademark Office on June 29, 2012 at Reel 4810, Frame 0857 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Trademark Security Agreement**”), pursuant to which Grantor assigned, mortgaged, pledged and hypothecated to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Obligations have been satisfied (other than with respect to contingent indemnification obligations for which no claim has been made and L/C Obligations with respect to certain continuing Letters of Credit) and as such, Administrative Agent now wishes to terminate the Trademark Security Agreement and to release all security interests and Liens it may have in, under, or to the Trademark Collateral, and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Release. Administrative Agent acknowledges that the Obligations have been satisfied (other than with respect to contingent indemnification obligations for which no claim has been made and L/C Obligations with respect to certain continuing Letters of Credit) and that the Trademark Security Agreement is hereby terminated. Administrative Agent, on behalf of itself and the Lenders and the other secured parties, hereby unconditionally and expressly releases, terminates, extinguishes and waives, its Liens, the security interest granted in the Trademark Security Agreement, and any other interest it may have in, to, or under the Trademark Collateral, including the trademark registrations set forth on Schedule I attached hereto.

2. Reassignment. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by

Administrative Agent, all of Administrative Agent's right, title and interest in and to the Trademark Collateral of such Grantor.

3. Further Assurances. Administrative Agent hereby agrees to take such further actions and to provide to Grantor and 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), as Grantor may reasonably request, at Grantor's sole cost and expense, to terminate Administrative Agent's security interests and Liens in, under, or to the Trademark Collateral.

4. Governing Law. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of Illinois, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BANK OF MONTREAL, as
Administrative Agent

By: 

Name: Daniel Johnson
Title: Vice President

SCHEDULE I

to

TRADEMARK RELEASE AND REASSIGNMENT

Trademarks

Mark	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark
QUALAWASH	73535519	5/2/85	1373003	11/26/85	Registered

Trademark Release and Reassignment (Qualawash Holdings, LLC)