

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM400320

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARRISON LOAN AGENCY SERVICES LLC		09/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	VALTERRA PRODUCTS HOLDINGS, LLC
Street Address:	15230 SAN FERNANDO MISSION BLVD.
Internal Address:	B107
City:	MISSION HILLS
State/Country:	CALIFORNIA
Postal Code:	91345
Entity Type:	Limited Liability Company: DELAWARE
Name:	VALTERRA PRODUCTS, LLC
Street Address:	15230 SAN FERNANDO MISSION BLVD.
Internal Address:	B107
City:	MISSION HILLS
State/Country:	CALIFORNIA
Postal Code:	91345
Entity Type:	Limited Liability Company: DELAWARE
Name:	ENSAMBLADORA HOLDINGS, LLC
Street Address:	15230 SAN FERNANDO MISSION BLVD.
Internal Address:	B107
City:	MISSION HILLS
State/Country:	CALIFORNIA
Postal Code:	91345
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2149281	BLADEX
Registration Number:	1974911	VALTERRA
Registration Number:	3118763	EZ COUPLER
Registration Number:	3328019	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3332911	
Registration Number:	3304891	
Registration Number:	4203959	VALTERRA
Registration Number:	2389520	SLUNKY
Serial Number:	86210796	
Serial Number:	86210914	

CORRESPONDENCE DATA

Fax Number:

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.

Email: ELIZABETH.BURKHARD@HKLAW.COM

Correspondent Name: HOLLAND & KNIGHT LLP

Address Line 1: 10 ST. JAMES AVE.

Address Line 2: 11TH FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	113658.00009
NAME OF SUBMITTER:	LAURA O'BRIEN
SIGNATURE:	/LAURA O'BRIEN/
DATE SIGNED:	09/30/2016

Total Attachments: 5

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TERMINATION & RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT

This **TERMINATION & RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of September 29, 2016 (this "Termination"), is made by GARRISON LOAN AGENCY SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Agent"), in favor of the parties identified as "Grantors" on Schedule I hereto (collectively, the "Grantors"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Credit and Guaranty Agreement, dated as of May 31, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among VALTERRA PRODUCTS, LLC, a Delaware limited liability company ("Borrower"), VALTERRA PRODUCTS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), ENSAMBLADORA HOLDINGS, LLC, a Delaware limited liability company ("Ensambladora"), the financial institutions party thereto from time to time as Lenders, and Agent, the Lenders provided certain credit facilities to the Borrower;

WHEREAS, in connection with the Credit Agreement and pursuant to that certain Patent and Trademark Security Agreement, dated as of May 31, 2013, between the Grantors and the Agent, as supplemented by that certain Patent and Trademark Security Agreement Supplement, dated as of July 14, 2014, between the Grantors and the Agent (the "IP Security Agreement"), each Grantor granted to the Agent for the benefit of the Secured Parties a continuing security interest in all of Grantors' right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement), including, without limitation, the IP Collateral identified on Schedule II hereto.

WHEREAS, the IP Security Agreement was recorded (a) with respect to certain of the Patents, at the United States Patent and Trademark Office on May 31, 2013, at Reel 030521, Frame No. 0233; (b) with respect to certain of the Trademarks, at the United States Patent and Trademark Office on May 31, 2013, at Reel 5038, Frame No. 0718; (c) with respect to certain of the Patents, at the United States Patent and Trademark Office on July 17, 2014, at Reel 033350, Frame No. 0875; and (d) with respect to certain of the Trademarks, at the United States Patent and Trademark Office on July 17, 2014, at Reel 5324, Frame No. 0358.

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such IP Collateral (including, without limitation, the IP Collateral identified on Schedule II attached hereto).

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

1. **Release of Lien**. The Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all right, title, interest, mortgages, liens, and security interests that it has in, to and under the IP Collateral, including

but not limited to the IP Collateral identified on Schedule II attached hereto, the right to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, and the proceeds thereof, and hereby reassigns such right, title and interest in such IP Collateral to the Grantors.


2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantors, their 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), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantors.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination & Release of Patent and Trademark Security Agreement to be duly executed as of the date first set forth above.

Secured Party:

GARRISON LOAN AGENCY SERVICES LLC, as Agent

By: _____

Name:

Title: Michael Butler
Secretary

SCHEDULE I

GRANTORS:

VALTERRA PRODUCTS HOLDINGS, LLC

VALTERRA PRODUCTS, LLC

ENSAMBLADORA HOLDINGS, LLC

SCHEDULE II

Trademarks

Title	Issue No.	Country	Grant
BLADEX	2,149,281	US	4/7/1998
VALTERRA	1,974,911	US	5/21/1996
EZ COUPLER	3,118,763	US	7/25/2006
RED F02-3103 DESIGN	3,328,019	US	10/30/2007
RED F02-3102 DESIGN	3,332,911	US	11/6/2007
RED F02-3101 DESIGN	3,304,891	US	10/2/2007
VALTERRA & DESIGN	4,203,959	US	9/11/2012
SLUNKY	2,389,520	US	9/26/2000
ORANGE GRIP DESIGN (CL 11)	Application #86/210,796	US	Pending (filed March 4, 2014)
RED PLUMBING FITTING DESIGN (CL 11)	Application #86/210,914	US	Pending (filed March 4, 2014)

Patents

Title	Issue No.	Country	Grant
EXPANSION RING	5,417,460	US	5/23/1995
AWNING HOOK	5,426,052	US	9/21/1993
VALVE ADAPTER LOCKING SYSTEM	5,704,659	US	1/6/1998
GATE VALVE ACTUATOR	7,810,786	US	10/12/2010
GATE VALVE CABLE	7,314,064 B2	US	1/1/2008
VEHICLE LEVELING DEVICE	7,980,532	US	7/19/2011
ROTATABLE COUPLING	Pending	US	Appeal Pending
WASTE WATER VALVE SYSTEM	6,962,322 B1	US	11/8/2005
METHOD AND APPARATUS FOR DELIVERING CHLORINE INTO A BODY OF WATER	Application #14/275543	US	Pending (filed May 12, 2014)