# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410553

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, as Agent		12/23/2016	National Banking Association: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	PLUMBMASTER, INC.
Street Address:	2951 East Hwy 501
City:	Conway
State/Country:	SOUTH CAROLINA
Postal Code:	29526
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2906427	GATORSKIN
Registration Number:	2994066	ETERNITY
Registration Number:	4331006	PLUMBMASTER
Registration Number:	4305143	PLUMBMASTER
Registration Number:	4312413	PLUMBMASTER
Registration Number:	4305147	PLUMBMASTER
Registration Number:	4331010	SUPPLY AMERICA
Registration Number:	4320303	WAREHOUSE SHOPPER
Registration Number:	4320483	STOCK EZ KIT
Registration Number:	4305320	DRAYNAMITE
Registration Number:	4305319	LOOSE-N

### **CORRESPONDENCE DATA**

900389664

Fax Number: 4045725100

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.

404-572-3431 Phone: cfraser@kslaw.com Email: **Correspondent Name:** Carol Fraser, Paralegal Address Line 1: 1180 Peachtree Street

TRADEMARK

REEL: 005953 FRAME: 0689

ı	& Spalding LLP ta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	PPG - 52990.515111
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/29/2016
Total Attachments: 5	
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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release"), dated as of December 23, 2016, is made by PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders ("Agent") (as defined in the Credit Agreement referred to below) in favor of Plumbmaster, Inc. (the "Grantor").

WHEREAS, pursuant to the Revolving Credit and Security Agreement, dated as of July 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among PPG Intermediate Holdco, Inc., a Delaware corporation ("Holdings"), Professional Plumbing Group, Inc., a Delaware corporation ("PPG"), Wolverine Brass, Inc., a Delaware corporation ("Wolverine"), and Plumbmaster, Inc., a Delaware corporation ("Plumbmaster", and together with PPG, Wolverine and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders from time to time party thereto and Agent, and pursuant to the Notice of Grant of Security Interest in Trademarks dated as of July 31, 2013 (the "Trademark Security Agreement"), the Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on August 1, 2013 at Reel 5082 Frame 0950; and

WHEREAS, Agent (on behalf of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantor agree as follows:

**SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement as the context may require.

**SECTION 2.** <u>Termination and Release</u>. The Agent (on behalf of the Lenders), for itself and as Agent for the Lenders, hereby:

- (a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;
  - (b) authorizes the recordation of this Release with the USPTO;

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- (c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and
- (d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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# Acknowledged and Agreed

PLUMBMASTER, INC.

Name: Deanna Miller

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Copyrights to be duly executed as of the date first set forth above.

PNC BANK, NATIONAL ASSOCIATION

as Agent

By: Name:

Title:

## Schedule A

## Trademarks

Serial Number	Country	Registration Number	Word Mark	Registered Owner
78270916	US	2906427		Plumbmaster,
			GATORSKIN	Inc.
76604247	US	2994066		Plumbmaster,
			ETERNITY	Inc.
85687167	US	4331006	PLUMBMASTER	Plumbmaster,
			(Class 8 Hand tools)	Inc.
85687163	US	4305143	PLUMBMASTER	Plumbmaster,
			(Class 9 Electrical	Inc.
			Supplies)	
85687224	US	4312413	PLUMBMASTER	Plumbmaster,
83087224		10.12.110	(Class 11 Plumbing	Inc.
			Repair Parts)	
58687190	US	4305147	PLUMBMASTER	Plumbmaster,
30007170		1505717	(Class 6 Metal	Inc.
			Hardware)	
85688328	US	4331010	SUPPLY AMERICA	Plumbmaster,
03000320	03	4331010	SUPPLI AMERICA	Inc.
85688341	US	4320303	WAREHOUSE	Plumbmaster,
			SHOPPER	Inc.
85696806	US	4320483	STOCK EZ KITS	Plumbmaster,
				Inc.
85696830	US	4305320	DRAYNAMITE	Plumbmaster,
				Inc.
85696819	US	4305319	LOOSE-N	Plumbmaster,
				Inc.

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**RECORDED: 12/29/2016** 

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