# :H \$115.00 7658

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410560

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

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Serial Number:	76581647	BIG ORANGE	
Serial Number:	75936426	WOLVERINE BRASS	
Serial Number:	75244178	ENDURANCE	
Serial Number:	75120634	THE CENTENNIAL COLLECTION	

# **CORRESPONDENCE DATA**

**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.

Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	PPG - 52990.515111
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	12/29/2016

**Total Attachments: 5** 



### 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 Wolverine Brass, 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 ("<u>USPTO</u>") on August 1, 2013 at Reel 5082 Frame 0944; 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;

29798940 074658.13047/104629701v.2

- (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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

074658.13047/104629701v.2

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

PNC BANK, NATIONAL ASSOCIATION,

as Agent

ву: Name:

Title

Man Or waland

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (WOLVERINE)]

# Acknowledged and Agreed

WOLVERINE BRASS, INC.

Name: Deanna Miller

Title: Chief Financial Officer

## Schedule A

# U.S. Trademarks

# **Trademark Registrations and Applications**

Active Trademarks				
Serial Number	Country	Registration Number	Word Mark	
76581647	US	2935926	BIG ORANGE	
75936426	US	2455061	WOLVERINE BRASS	
75244178	US	2147506	ENDURANCE	
75120634	US	2159480	THE CENTENNIAL	
			COLLECTION	
8497357	China	8497357	WB WOLVERINEBRASS	

074658.13047/104629701v.2

**RECORDED: 12/29/2016**