

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC, as Collateral Agent		07/11/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EMS USA, Inc.		
Street Address:	2000 Bering Drive, Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77057		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4009619	COWBOY VALVE & FITTINGS	
Registration Number:	4012642	EHSSUITE	
Registration Number:	4006165	ZAVAL-TEX	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	341307-16		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	07/12/2017		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of July 11, 2017, by Victory Park Management, LLC, as collateral agent (the “Collateral Agent”) in favor of EMS USA, Inc., a Delaware Corporation (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of December 19, 2011 entered into by and among the Grantor, and certain other parties thereto and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered a Trademark Security Agreement dated as of December 19, 2011 (the “Trademark Security Agreement”), pursuant to which the Grantor reaffirmed its intent to grant a security interest to Collateral Agent in certain Trademarks (as defined in the Trademark Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Collateral Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 28, 2011, at Reel 4688, Frame 0346;

WHEREAS, Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged and upon terms set forth in this Release:

1. Collateral Agent hereby terminates, cancels, releases and discharges its Lien on and security interest in all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (collectively the “Trademark Collateral”):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Collateral Agent hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title and interest in and to the Trademark Collateral If and to the extent that the Collateral Agent has acquired any right, title

or interest in and to the Trademark Collateral under the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. The Collateral Agent agrees to take all further actions, and provide to the 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office record this Release.

[Signature Page Follows]

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

Victory Park Management LLC, as Collateral Agent



By: _____

Name: Scott Zernick

Title: Duly Authorized Signatory

SCHEDULE 1

TRADEMARKS COLLATERAL

Serial Number	Registration Number	Filing Date	Registration Date	Mark	Applicant
85222063	4009619	1/20/11	8/9/11	COWBOY VALVE & FITTINGS	EMS USA, Inc.
85245846	4012642	2/18/11	8/16/11	EHSSUITE	EMS USA, Inc.
85215287	4006165	1/11/11	8/2/11	ZAVAL-TEX	EMS USA, Inc.