

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Midwest Bank		07/25/2017	Banking Institution: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reliable Construction Heating & Cooling, LLC (f/k/a RCH Acquisition, LLC)		
<b>Street Address:</b>	1000 Valley Belt Road		
<b>City:</b>	Brooklyn Heights		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2125210	FIRE AND ICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	64824-30040		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		
<b>SIGNATURE:</b>	/Dusan Clark/		
<b>DATE SIGNED:</b>	07/27/2017		
<b>Total Attachments: 5</b>			
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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 25th day of July 2017, by FIRST MIDWEST BANK, as administrative agent for the Lender Parties under certain loan documents (the "Assignor"), in favor of RELIABLE CONSTRUCTION HEATING & COOLING, LLC (f/k/a RCH Acquisition, LLC), a Delaware limited liability company ("Assignee"). All terms not herein defined, have the meanings set forth in the Agreements referenced below.

WHEREAS, in connection with certain loan documents, Assignee and Assignor entered into certain loan and security agreements (as amended, supplemented, or otherwise modified from time to time, the "Agreements") for the purpose of securing certain obligations of Assignee to Assignor;

WHEREAS, pursuant to the Agreements, Assignee granted the Assignor, for the benefit of the Assignor, among other collateral as set forth therein, a security interest in all of the Patent Collateral, Trademark Collateral, and Copyright Collateral (as defined and set forth in the Agreements) (collectively hereinafter the "Intellectual Property"), including the Patents, Trademarks, and Copyrights, identified on Exhibits A, B, and C, attached hereto, and pledged and mortgaged (but did not transfer title to) the Intellectual Property to Assignor; and

WHEREAS, all of the indebtedness and other obligations secured by the Assignor's security interest in the Intellectual Property have been repaid in their entirety, and the Assignor is therefore obligated to release its security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to the terms and conditions set forth in the Agreements:

The Assignor hereby terminates, releases, and discharges any security interest in and lien upon the Intellectual Property, including without limitation, the Patents, Trademarks, and Copyrights identified on Exhibits A, B, and C attached hereto, and the Assignor hereby assigns, transfers, and conveys to Assignee, without any representation, warranty, or recourse whatsoever, any and all right, title, and interest in, or to, the Intellectual Property that the Assignor may hold, effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to confirm, effectuate or record this Release.

“ASSIGNOR”

**FIRST MIDWEST BANK**

By: 

Name: Morgan A. Lyons  
Senior Vice President

Title: \_\_\_\_\_

*[Signature Page to RCH IP Release of Security Interest]*

**EXHIBIT A – PATENTS**

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Not Applicable.

**EXHIBIT B – TRADEMARKS**

**(Security interest was recorded at the U.S. Patent and Trademark Office on 7/29/2015 at Reel/Frame 5587/0708)**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>FIRE AND ICE (&amp; design)</b>	<b>2,125,210</b>	<b>12/30/1997</b>

**EXHIBIT C – COPYRIGHTS**

Not Applicable.