# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM441341

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MERIT MEZZANINE FUND IV, L.P.		11/02/2016	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	PVI Industries, LLC	
Street Address:	3209 Galvez Avenue	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76111-4509	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3074929	TEMPTRAC

## CORRESPONDENCE DATA

Fax Number: 8777697945

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: 617-956-5916 sbell@fr.com Email: **Correspondent Name:** Debra S. Serota Address Line 1: P.O. Box 1022

Address Line 4: Minneapolis, MINNESOTA 55440-1022

NAME OF SUBMITTER: Debra S Serota	
SIGNATURE:	/debra s serota/
DATE SIGNED:	08/30/2017

**Total Attachments: 2** 

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> **TRADEMARK** REEL: 006142 FRAME: 0312

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS is made as of November \_2, 2016, by MERIT PVI HOLDINGS, LLC, a Delaware limited liability company, whose address is c/o Merit Capital Partners, 303 West Madison Street, Suite 2100, Chicago, Illinois 60606, as Collateral Agent (in such capacity, the "Collateral Agent"), regarding PVI INDUSTRIES, LLC (f/k/a PVI Interim, LLC) as successor-by-merger to Riverside Hydronics, LLC (f/k/a Riverside Interim, LLC), a Delaware limited liability company, as Grantor, whose mailing address is 3209 Galvez Avenue, Fort Worth, Texas 76111 (the "Debtor"), and with reference to the following facts:

WHEREAS, on June 9, 2008, the Debtor granted a continuing and unconditional first-priority security interest to the Collateral Agent in the following, whether then existing or thereafter arising or acquired: (i) Debtor's trademarks, service marks, applications therefor (including, without limitation, those trademarks set forth on Schedule A), (ii) associated goodwill therein, and (iii) all proceeds and benefits thereof (collectively, the "Trademark Collateral"), for the purpose of securing certain obligations of the Debtor to certain lenders and the Collateral Agent (which security interest was recorded at the U.S. Patent and Trademark Office at Reel/Frame; 3805/0264 on June 27, 2008); and

WHEREAS, the Collateral Agent desires to release any security interest it might have in the Trademark Collateral and reassign any and all rights, title and interests in the same to Debtor.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged: The Collateral Agent hereby (i) unconditionally terminates, releases and discharges any and all security interest, right, title or other interest it may have in the Trademark Collateral, and (ii) reassigns, grants and conveys to the Debtor, without any recourse, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral, along with any goodwill in the trademarks therein that Collateral Agent may have acquired.

MERIT PVI HOLDINGS, LLC, as Collateral Agent

By: Merit Mezzanine Fund IV, L.P., its sole member

> By: Merit Capital Partners IV, L.P., its general partner

> > By: Merit Capital Partners IV, L.L.C., its general partner

Managing Drector

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## **EXHIBIT A**

## **TRADEMARKS**

Trademark	Reg. No. Reg. Date	
TEMPTRAC <b>Temp</b>	3074929	
Trac	28-MAR-2006	

35039047v2 Exhibit A

RECORDED: 08/30/2017

TRADEMARK
REEL: 006142 FRAME: 0314