

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement recorded at Reel 4642/Frame 0760		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		02/12/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STS Operating, Inc.		
Street Address:	2301 Windsor Court		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2965018	ACTIVATION	
Registration Number:	2951506	AIR-DRECO	
Registration Number:	2951505	FAUVER	
Registration Number:	0967004	PABCO	
Registration Number:	2966522	SUNSOURCE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	56745-00006		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		

CH \$140.00 2965018

DATE SIGNED:	10/20/2017
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Total Attachments: 4
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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Release") is given as of February 12, 2014, by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as the Administrative Agent, located at 500 West Monroe Street, Chicago, Illinois 60661 (the "Agent") for the benefit of STS OPERATING, INC., a Delaware corporation, with an address of 2301 Windsor Court, Addison, Illinois 60101 (the "Debtor"). Unless otherwise defined herein, terms defined in the Security Agreement (as defined below) and used herein have the meaning given to them in the Security Agreement.

WHEREAS, Debtor has fully discharged and satisfied the obligations secured by the Intellectual Property Security Agreement dated October 14, 2011 (the "Security Agreement") under which Debtor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Debtor (the "Trademark Collateral"):

- (a) Trademarks of the Debtor, including those listed on Exhibit A attached hereto;
- (b) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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 or future infringement, misappropriate, dilution, violation or other impairment thereof.

The Security Agreement was recorded in the United States Patent and Trademark Office at Reel 4642/Frame 0760 against the trademarks attached hereto as Exhibit A; and

WHEREAS, Debtor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title and interest it may have in, to and under, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Agent does hereby terminate and release any and all of its lien on and security interest in, and all other right, title or interest that it may have in, to or under, the Trademark Collateral and thereby discharge the recordation of the Security Agreement against the Trademark Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release of Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative Agent

By:  _____

Name: Scott W. Renzulli



Title: Duly Authorized Signatory

[Signature Page to IP Security Release]

TRADEMARK
REEL: 006186 FRAME: 0451

EXHIBIT A
to
Release of Intellectual Property Security Agreement
U.S. and International Trademarks

1. U.S. Registered Trademarks

Jurisdiction	Trademark	Registration Number	Registration Date	Owner
U.S.	ACTIVATION	2,965,018	7/5/2005	STS Operating, Inc.
U.S.	AIR-DRECO	2,951,506	5/17/2005	STS Operating, Inc.
U.S.	FAUVER	2,951,505	5/17/2005	STS Operating, Inc.
U.S.		967,004	8/28/1973	STS Operating, Inc.
U.S.		2,966,522	7/12/2005	STS Operating, Inc.



2. U.S. State Registered Trademarks



State	Trademark	Registration Number	Registration Date	Owner
Wisconsin	J.N. FAUVER CO.	W130000088	5/11/1988	STS Operating, Inc.

3. U.S. Pending Trademarks

None.

4. International Registered Trademarks

Jurisdiction	Trademark	Registration Number	Registration Date	Owner
Canada	SUNSOURCE INDUSTRIAL SERVICES	TMA505774	12/12/1998	SDI Operating Partners, L.P. (d/b/a SunSource)
China		5545103	12/28/2013	STS Operating, Inc.
China		5545105	12/7/2009	STS Operating, Inc.

Jurisdiction	Trademark	Registration Number	Registration Date	Owner
China		5545099	10/7/2013	STS Operating, Inc.
China		5545101	12/7/2009	STS Operating, Inc.

5. International Pending Trademarks

Jurisdiction	Trademark	Application Number	Filing Date	Owner
China	SUNSOURCE	5545104	8/16/2006	STS Operating, Inc.
China	Design Only	5545100	8/16/2006	STS Operating, Inc.