

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464912

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HSBC BANK USA, National Association | | 03/07/2018 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PROSERV OPERATIONS, INC. | | |
| Street Address: | 13105 NORTHWEST FREEWAY | | |
| Internal Address: | SUITE 250 | | |
| City: | HOUSTON | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77040 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3862834 | GILMORE | |
| Registration Number: | 3862833 | GVC | |
| Registration Number: | 3862828 | GILMORE | |
| Registration Number: | 2528865 | CAC | |
| Registration Number: | 2543748 | CAC | |
| Registration Number: | 4109147 | ARGUS SUBSEA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212.318.6532 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Christopher Ross, Esq. | | |
| Address Line 1: | 200 PARK AVE, 28TH FLOOR | | |
| Address Line 2: | C/O PAUL HASTINGS LLP | | |
| Address Line 4: | NEW YORK, NEW YORK 10166 | | |
| ATTORNEY DOCKET NUMBER: | F175903 TM RLSE | | |

OP \$165.00 3862834

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| NAME OF SUBMITTER: | Alana Gramer |
| SIGNATURE: | /Alana Gramer/ |
| DATE SIGNED: | 03/08/2018 |
| Total Attachments: 5 source=Riverstone_ProServ - Trademark Release(134036861_1)#page1.tif source=Riverstone_ProServ - Trademark Release(134036861_1)#page2.tif source=Riverstone_ProServ - Trademark Release(134036861_1)#page3.tif source=Riverstone_ProServ - Trademark Release(134036861_1)#page4.tif source=Riverstone_ProServ - Trademark Release(134036861_1)#page5.tif | |

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of March 7, 2018 (“Effective Date”), by **HSBC BANK USA, National Association**, in its capacity as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”), in favor of Proserv Operations, Inc., a Texas Corporation (the “Pledgor”).

WHEREAS, reference is made to: (a) that certain First Lien Credit Agreement, dated as of December 22, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alia*, Proserv Global Inc., a Delaware corporation (“Holdings”), Proserv US LLC, a Delaware limited liability company (“U.S. Borrower”), ProServ Operations Limited, a private company limited by shares incorporated under the laws of England and Wales (the “U.K. Borrower”), Proserv Delaware LLC, a Delaware limited liability company (the “U.K. Co-Borrower”; together with the U.K. Borrower, the “U.K. Borrowers”, and together with the U.S. Borrower, the “Borrowers”, and each, a “Borrower”), Pledgor as Guarantor, the other guarantors from time to time party thereto, Collateral Agent, as Administrative Agent and Collateral Agent, and the lenders from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”); and (b) that certain U.S. First Lien Security Agreement, dated as of December 22, 2014 (as amended, restated, supplemented and otherwise modified from time to time, the “Security Agreement”), by and among, *inter alia*, Holdings, the U.S. Borrower, the subsidiaries of Holdings from time to time party thereto, and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain First Lien Trademark Short Form Security Agreement, dated as of April 14, 2015, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on April 15, 2015 at Reel 5497, Frame 0168 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and among Pledgor and the Collateral Agent, the Pledgor granted to the Collateral Agent a security interest in all of the Pledgor’s right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in certain of the Trademark Collateral listed on **Schedule 1** hereto (the “Released Trademark Collateral”).

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

1. Without representation or warranty of any kind or nature, the Collateral Agent hereby terminates, releases, and discharges its security interest in the Released Trademark Collateral, granted pursuant to the Trademark Security Agreement, and reassigns to Pledgor all right, title, and interest of the Collateral Agent in the Released Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Trademark Collateral.

2. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Pledgor’s expense, as may be reasonably


necessary to effect the release of the security interest in the Released Trademark Collateral contemplated hereby.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]



IN WITNESS WHEREOF, Agent has caused this Release to be signed and sealed by its duly authorized officer as of the date first written above.



HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Asma Alghoraily
Title: Vice President

SCHEDULE I

TRADEMARKS

| Registered Trademark | Registration Date | Registration No. |
|---|--------------------------|--|
|  GILMORE GILMORE & Design (Stallion Centered) | 08/10/10 | 8893018 (CTM) (Gilmore Valve Company) |
| | 1/14/14 | 830548041 (Brazil) (Gilmore Valve Company) |
| | 1/14/14 | 830548009 (Brazil) (Gilmore Valve Company) |
| | 1/14/14 | 830548149 (Brazil) (Gilmore Valve Company) |
| | 11/29/16 | 830547975 (Brazil) (Gilmore Valve Company) |
| | 10/19/2010 | 3862834 (United States) (Proserv Operations, Inc.) (CANCELLED) |
| | 05/31/10 | 255732 (Norway) (Gilmore Valve Co) |
| | 11/18/10 | 1189321 (Mexico) (Gilmore Valve Company) |
| | 06/25/10 | 1165804 (Mexico) (Gilmore Valve Company) |
| | 01/14/11 | 1196688 (Mexico) (Gilmore Valve Company) |
| | 05/27/10 | 1160684 (Mexico) (Gilmore Valve Company) |
| | 02/19/10 | 1,346,528 (Australia) (Gilmore Valve Company) |
| | 12/01/11 | TMA813139 (Canada) (Gilmore Valve Company) |
| | 05/21/11 | 8,119,850 (China) (Gilmore Valve Company) |
| | 05/14/11 | 8,119,852 (China) (Gilmore Valve Company) |
|  GVC GVC & Design (Stallion) | 08/10/10 | 8894834 (CTM) (Gilmore Valve Company) |
| | 11/26/10 | 1191369 (Mexico) (Gilmore Valve Company) |
| | 06/25/10 | 1165805 (Mexico) (Gilmore Valve Company) |
| | 01/14/11 | 1196689 (Mexico) |

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| | | (Gilmore Valve Company) |
| | 05/27/10 | 1160685 (Mexico) (Gilmore Valve Company) |
| | 10/19/10 | 3,862,833 (United States) (Proserve Operations, Inc.) |
| | 02/19/10 | 1,346,567 (Australia) (Gilmore Valve Company) |
| | 06/03/10 | 255,799 (Norway) (Gilmore Valve Co) |
| | 02/15/12 | TMA817701 (Canada) (Gilmore Valve Company) |
|  GILMORE GILMORE & Design (Stallion running | 10/19/10 | 3,862,828 (United States) (Proserve Operations, Inc.) |
| | 12/06/2016 | 830548092 (Brazil) (Gilmore Valve Company) |
| | 1/14/2014 | 930548122 (Brazil) (Gilmore Valve Company) |
| | 1/14/2014 | 830548076 (Brazil) (Gilmore Valve Company) |
| | 1/14/2014 | 830548025 (Brazil) (Gilmore Valve Company) |
| | 09/17/09 | 8,119,846 (China) (Gilmore Valve Company) |
| | 09/17/09 | 8,119,849 (China) (Gilmore Valve Company) |
| 09/17/09 | 8,119,848 (China) (Gilmore Valve Company) | |
| CAC | 01/15/2002 | 2,528,865 (United States) (Proserv Operations, Inc.) |
|  | 3/5/2002 | 2,543,748 (United States) (Proserv Operations, Inc.) |
| | ARGUS SUBSEA | 3/6/2012 |

TRADEMARK APPLICATIONS

None.