# OP \$215.00 327642

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM466400

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Caltius Partners III, LP		03/20/2018	Limited Partnership: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	National Recovery Technologies, LLC
Street Address:	1508 Elm Hill Pike
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37210
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3276425	SECURIFLO
Registration Number:	1820444	BOS
Registration Number:	1820443	RMS
Registration Number:	1765559	VINYLCYCLE
Registration Number:	1949442	MULTISORT
Registration Number:	4138788	NRT
Registration Number:	4273404	SPYDIR
Registration Number:	4138790	

### CORRESPONDENCE DATA

**Fax Number:** 3035923140

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:** 303.592.3128

**Email:** genevieve.reed@bartlit-beck.com

Correspondent Name: Genevieve Reed

Address Line 1: Bartlit Beck et al,1801 Wewatta Street

Address Line 2: Suite 1200

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Frederick Shuart III

SIGNATURE:	/Frederick Shuart III/	
DATE SIGNED:	03/20/2018	
Total Attachments: 4		
source=Caltius - BHS - Release of Trademark Security Interest#page1.tif		
source=Caltius - BHS - Release of Trademark Security Interest#page2.tif		
source=Caltius - BHS - Release of Trademark Security Interest#page3.tif		
source=Caltius - BHS - Release of Trademark Security Interest#page4.tif		

### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), is made and effective as of March 20, 2018 and granted by Caltius Partners III, LP ("CP III"), a Delaware limited partnership, in its capacity as agent for the lenders (the "Lenders") under the Investment Agreement referred to below (together with its successors and assigns, the "Secured Party"), in favor of Emerging Acquisitions, LLC, an Oregon limited liability company d/b/a/Bulk Handling Systems ("BHS") and National Recovery Technologies, LLC, a Delaware limited liability company ("NRT" and together with BHS the "Grantors").

WHEREAS, Grantors, BHS/NRT Optical Sorting, LLC, an Oregon limited liability company ("BNOS") and BHS Acquisition LLC, an Oregon limited liability company ("Acquisition" and together with BNOS, the "Other Grantors") are party to that certain Investment Agreement, dated as of February 15, 2008 with CP III and Caltius Partners Executive III, LP and certain other parties, as amended by the First Amendment to Investment Agreement dated as of February 26, 2010, the Second Amendment to Investment Agreement dated as of October 26, 2010, the Third Amendment to Investment Agreement dated as of August 29, 2011 and the Fourth Amendment to Investment Agreement dated as of April 26, 2012 (the "Investment Agreement");

WHEREAS, in connection with the Investment Agreement, Grantors executed and delivered to the Secured Party (i) that certain Amended and Restated Security Agreement dated as of April 26, 2012 (the "Master Security Agreement"), made by and among the Grantors, the Other Grantors and the Secured Party, (ii) that certain Trademark Security Agreement, dated as of February 15, 2008, made between BHS and the Secured Party (the "BHS Trademark Security Agreement") and (iii) that certain Trademark Security Agreement, dated as of April 26, 2012, made between NRT and the Secured Party (the "NRT Trademark Security Agreement" and, together with the BHS Trademark Security Agreement and Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantors pledged and granted to the Secured Party for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of the Grantors in, to and under the Collateral (as defined in the Master Security Agreement);

WHEREAS, the BHS Trademark Security Agreement was recorded at the United States Patent and Trademark Office at 003776/Frame 0913 on May 13, 2008;

WHEREAS, the NRT Trademark Security Agreement was recorded at the United States Patent and Trademark Office at 004767/Frame 0636 on April 30, 2012; and

WHEREAS, the Grantors have requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party and the Lenders may have in the Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

- 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Master Security Agreement and used herein have the meanings given to them in the Master Security Agreement.
- 2. <u>Release of Security Interest</u>. The Secured Party, on behalf of itself and the Lenders, hereby terminates, releases and discharges its security interest in and to the Collateral, including the Trademarks listed in <u>Schedule 1</u>, and all other right, title, and interest in and to the Collateral and reassigns to the Grantors any and all such right, title and interest that it may have in the Collateral.
- 3. <u>Further Assurances</u>. The Secured Party agrees to execute, acknowledge, procure and deliver to the Grantors, at the Grantors' expense, any and all further documents or instruments and do any and all further acts which the Grantors (or its agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and the Grantors' (or its assignee's) right, title and interest in and to the Collateral.
- 4. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CALTIUS PARTNERS III, LP as Secured Party

By: CP III, LP, its general partner

By: At III-Name: Frencish Shunton

Title: NO

# **SCHEDULE 1**

# TRADEMARK REGISTRATIONS

# U.S. TRADEMARKS

Grantor	Mark	Registration No.	Registration Date
BHS	BHS Debris Roll Screen®	2,126,662	1/6/1998
BHS	BHS Bag Breaker®	2,194,070	10/6/1998
BHS	BHS OCC Separator®	2,196,243	10/13/1998
BHS	BHS NewSorter®	2,220,890	1/26/1999
BHS	BHS Hi-Grader®	2,257,670	1/29/1999
BHS	BHS Bulk Handling Systems®	2,964,692	7/5/2005
BHS	BHS De-Inking Screen®	2,964,693	7/5/2005
NRT	SECURIFLO	3,276,425	8/7/2007
NRT	BOS	1,820,444	2/8/1994
NRT	RMS	1,820,443	2/8/1994
NRT	VINYLCYCLE	1,765,559	4/20/1993
NRT	MULTISORT	1,949,442	1/16/1996
NRT	NRT	4,138,788	5/8/2012
NRT	SPYDIR	4,273,404	1/8/2013
NRT	~	4,138,790	5/8/2012