

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466643

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
RIVERSTONE V ACQUISITION HOLDINGS LTD.		03/21/2018	Limited:

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: 2123108007

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: 212.310.8087

Email: juan.arias@weil.com

Correspondent Name: Nick Nikic

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Nick Nikic - 70097.0007

TRADEMARK

NAME OF SUBMITTER:	Nick Nikic
SIGNATURE:	/Nick Nikic/
DATE SIGNED:	03/22/2018
Total Attachments: 5 source=Proserv - Executed 2L Termination and Release of Trademark Security#page1.tif source=Proserv - Executed 2L Termination and Release of Trademark Security#page2.tif source=Proserv - Executed 2L Termination and Release of Trademark Security#page3.tif source=Proserv - Executed 2L Termination and Release of Trademark Security#page4.tif source=Proserv - Executed 2L Termination and Release of Trademark Security#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 21, 2018 ("Effective Date"), by **RIVERSTONE V ACQUISITION HOLDINGS LTD.**, 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 "Grantor").

WHEREAS, reference is made to: (a) that certain Second 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 alios*, Proserv Global Inc., a Delaware corporation ("Holdings"), Proserv US LLC, a Delaware limited liability company ("Borrower"), Grantor 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. Second 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 alios*, Holdings, the Borrower, the subsidiaries of Holdings from time to time party thereto, and the Collateral Agent;

WHEREAS, pursuant to (i) that certain Second 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 14, 2015 at Reel 5497, Frame 0194 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement") and (ii) that certain Assignment of Trademark Security Agreement, dated as of March 19, 2018, in favor of the Collateral Agent, the Collateral Agent was granted a security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Patent 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 Grantor 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 Grantor'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, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.



**RIVERSTONE V ACQUISITION
HOLDINGS LTD., as the Collateral Agent**



By: 
Name: Peter Haskopoulos
Title: Authorized Person

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

SCHEDULE I

TRADEMARKS

Registered Trademark	Registration Date	Registration No.
 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)
05/14/11	8,119,853 (China) (Gilmore Valve Company)	
 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) (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.