

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BYLINE BANK, AS ADMINISTRATIVE AGENT		03/16/2018	Chartered Bank: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HYDROWORX INTERNATIONAL, INC.		
<b>Street Address:</b>	1021 Old York Road, 3rd Fl		
<b>City:</b>	Abington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19001		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3474829	HYDROWORX	
<b>Registration Number:</b>	3474830	HYDROWORX	
<b>Registration Number:</b>	2761101	IT JUST WORX BETTER	
<b>Registration Number:</b>	5137411	EMPOWERED BY WATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158648999		
<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>			
<b>Phone:</b>	215.864.8352		
<b>Email:</b>	shorem@ballardspahr.com		
<b>Correspondent Name:</b>	Michael S. Shore		
<b>Address Line 1:</b>	Ballard Spahr LLP		
<b>Address Line 2:</b>	1735 Market Street, 51st Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-7599		
<b>NAME OF SUBMITTER:</b>	Michael S. Shore		
<b>SIGNATURE:</b>	/Michael S. Shore/		
<b>DATE SIGNED:</b>	03/22/2018		
<b>Total Attachments: 4</b>			
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of March 16, 2018 and granted by BYLINE BANK, as administrative and collateral agent ("**Agent**"), in favor of HYDROWORX INTERNATIONAL, INC., a Pennsylvania corporation (the "**Grantor**").

WHEREAS, the Grantor pledged and granted to Agent a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has requested that Agent enter into this Release in order to effectuate, evidence and record the release by Agent of the security interest and any other right, title or interest Agent may have in the Trademark Collateral.

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

1. **Release of Security Interest.** Agent, on behalf of itself and its successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests or other rights that it has in any of the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Further Assurances.** Agent agrees, at the Grantor's expense, to take all further actions as reasonably requested, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution

and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. **Governing Law.** 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 Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

BYLINE BANK


By:   
Name: Dan Delgadillo  
Title: Senior Vice President

Address for Notices:

Byline Bank  
180 N. LaSalle St., Suite 300  
Chicago, IL 60601

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application/ Registration Number	Application/ Registration Date	Country
HYDROWORX	3,474,829	Issued July 29, 2008	United States
 HydroWorx	3,474,830	Issued July 29, 2008	United States
IT JUST WORX BETTER	2,761,101	Issued September 9, 2003	United States
EMPOWERED BY WATER  HydroWorx <small>Empowered by Water</small>	Unregistered	N/A	N/A
THERMALPLUNGE  THERMALPLUNGE & POLARPLUNGE	Unregistered	N/A	N/A
POLARPLUNGE  THERMALPLUNGE & POLARPLUNGE	Unregistered	N/A	N/A
EMPOWERED BY WATER	5137411	Feb 7, 2017	United States