# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM468148

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
UBS AG, Stamford Branch		03/30/2018	Corporation: SWITZERLAND	

#### **RECEIVING PARTY DATA**

Name:	Sprinkflex, LLC	
Street Address:	272 Duchaine Boulevard	
City:	New Bedford	
State/Country:	MASSACHUSETTS	
Postal Code:	02745	
Entity Type:	Limited Liability Company: MASSACHUSETTS	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4011729	SPRINKFLEX
Registration Number:	3953163	SPRINKFLEX

#### CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

**Correspondent Name:** Kenneth Rich, Esq. Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Kenneth Rich
SIGNATURE:	/Kenneth Rich/
DATE SIGNED:	04/02/2018

#### **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is entered into as of March 30, 2018 by UBS AG, STAMFORD BRANCH, a Swiss banking corporation located at 677 Washington Blvd, Stamford, Connecticut 06901, in its capacity as Collateral Agent pursuant to the Credit Agreement (the "Collateral Agent") in favor of SPRINKFLEX, LLC, a Massachusetts limited liability company located at 272 Duchaine Boulevard, New Bedford, Massachusetts 02745 (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the ABL Collateral Agreement or Trademark Security Agreement (as such terms are defined below), as applicable.

WHEREAS, reference is made to that certain (i) Guarantee and Collateral Agreement, dated as of December 22, 2010, among the Assignee and the Agent and the other entities party thereto (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement"); and (ii) ABL Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of April 27, 2012, among the Assignee and the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee confirmed that, subject to existing licenses to use the Trademarks granted by the Assignee in the ordinary course of its business, pursuant to the ABL Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a second priority security interest in all of the Trademarks of the Assignee (including, without limitation, those items listed on Schedule I to the Trademark Security Agreement) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Assignee (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on May 15, 2012, at Reel/Frame No. 4780/0349; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest with respect to the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its second priority security interest under the ABL Collateral Agreement and Trademark Security Agreement in all of the Trademark Collateral, including the Assignee's right, title, and interest in, to and under the trademarks listed on Schedule I hereto.

The Agent hereby authorizes the Assignee or the Assignee's designee to record this Release with the USPTO.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE

GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page to follow]

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

**UBS AG, STAMFORD BRANCH**, as Agent

By:

Namé: Houssem Daly Title: Associate Director

By

Name: Barry Tebbutt
Title: Managing Director

# SCHEDULE I to RELEASE OF SECURITY INTEREST IN TRADEMARKS

# Registrations:

Country / Jurisdiction	Trademark	Goods	Application No.	Filing Date	Registration No.	Registration Date
U.S.	SPRINKFLEX	Class 6 Metal hose fittings  Class 9 Flexible sprinkler hose fittings for fire sprinklers	85214607	January 11, 2011	4011729	August 16, 2011
U.S.	Sprinkflex	Class 6 Metal hose fittings	77843135	October 7, 2009	3953163	May 3, 2011

Applications: None.

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**RECORDED: 04/02/2018**