

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank		08/14/2018	National Association:

RECEIVING PARTY DATA

Name:	Hoffman Southwest Corp.
Street Address:	23311 MADERO STREET
City:	MISSION VIEJO
State/Country:	CALIFORNIA
Postal Code:	92691
Entity Type:	Corporation: CALIFORNIA
Name:	Western Drain Supply, Inc.
Street Address:	23311 MADERO STREET
City:	MISSION VIEJO
State/Country:	CALIFORNIA
Postal Code:	92691
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2266208	BIOLINE
Registration Number:	2050911	BIO-ROOTER
Registration Number:	2287346	PRO PIPE PROFESSIONAL PIPE SERVICES

CORRESPONDENCE DATA

Fax Number:

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.

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 Correspondent Name: James W. Kachadoorian
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ATTORNEY DOCKET NUMBER:	201052/8
NAME OF SUBMITTER:	James W. Kachadoorian
SIGNATURE:	/James W. Kachadoorian by trademarkny/
DATE SIGNED:	08/14/2018
Total Attachments: 4 source=HSW-PNC Trademark Security Agreement Termination and Release (Executed)#page1.tif source=HSW-PNC Trademark Security Agreement Termination and Release (Executed)#page2.tif source=HSW-PNC Trademark Security Agreement Termination and Release (Executed)#page3.tif source=HSW-PNC Trademark Security Agreement Termination and Release (Executed)#page4.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination") is dated as of August 14, 2018 and made by PNC Bank, National Association, in its capacity as agent for itself and the other Lenders pursuant to the Credit Agreement (as defined below) and as the Grantee (as defined in the Trademark Security Agreement (as defined below)) (together with its successors and assigns in such capacities, the "Agent") to Hoffman Southwest Corp., a California corporation, and Western Drain Supply, Inc., a California corporation (each a "Grantor", and collectively, the "Grantors").

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of January 31, 2017, by the Grantors in favor of the Agent (the "Trademark Security Agreement") and (ii) that certain Revolving Credit and Security Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, the Grantors, the Agent and the Lenders, a lien on and security interest in all right, title and interest in and to any and all of the Grantors' rights (the "Interests") in certain collateral then owned or thereafter acquired by such Grantors, including the Trademark Collateral (as hereinafter defined), was granted by the Grantors to the Agent;

WHEREAS, the Interests in the Trademark Collateral were recorded in the United States Patent and Trademark Office on February 3, 2017 in Reel 5980, Frame 0828; and

WHEREAS, the Agent desires to terminate and release the Interests in the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the Agent, on behalf of itself and the Credit Parties, hereby states as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Trademark Collateral. The term "Trademark Collateral" shall mean all right, title and interest in, to and under the following:

(a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Release of Security Interest. The Agent, on behalf of itself and the Lenders, hereby terminates the Trademark Security Agreement and terminates, releases and discharges the Interests in the Trademark Collateral, and re-assigns to Grantors any and all other right, title or interest the Agent or any Lender may have in, to or under the Trademark Collateral without recourse,

representation or warranty (either express or implied). Any Interest or other right, title or interest of the Agent or any Lender in such Trademark Collateral shall hereby cease and become void.


The Agent hereby authorizes the Grantors, or the Grantors' authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of the Agent in the Trademark Collateral.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Mitchell Rubin
Title: Vice President

SCHEDULE 1

TRADEMARKS

U.S. Trademark	Registration Number	Registration Date	Status of Mark	Current Owner/Applicant
"BIOLINE" and design	2266208	8/3/99	Renewed (Registered)	Western Drain Supply, Inc.
"BIO-ROOTER" and design	2050911	4/8/97	Renewed (Registered)	Western Drain Supply, Inc.
"PRO PIPE PROFESSIONAL PIPE SERVICES"	2287346	10/19/99	Renewed (Registered)	Hoffman Southwest Corp.