

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Agent		11/19/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Boomerang Tube, LLC
<b>Street Address:</b>	14567 North Outer Forty
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Chesterfield
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63017
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4049116	BOOMERANG
Registration Number:	3877205	BOOMERANG
Registration Number:	3880158	BOOMERANG
Registration Number:	4105836	BOOMERANG TUBE
Registration Number:	4105844	BOOMERANG TUBE
Registration Number:	3967830	BOOMERANG TUBE, LLC
Registration Number:	3967829	BOOMERANG TUBE, LLC
Registration Number:	3975879	

## CORRESPONDENCE DATA

Fax Number: 7045032622

*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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King &amp; Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

OP \$215.00 4049116

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 11/20/2018

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is given as of November 19, 2018, by CORTLAND CAPITAL MARKET SERVICES LLC, as agent (in such capacity, the “Agent”) for the Lenders (as defined in the Subordinated Notes Agreement referred to below) and the other Secured Parties (as defined in the Subordinated Notes Agreement referred to below), in favor of Boomerang Tube, LLC, a Delaware Limited Liability Company (the “Grantor”).

**WITNESSETH**

**WHEREAS**, the Grantor has entered into that certain Subordinated Notes Agreement, dated as of February 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “Subordinated Notes Agreement”), among the Grantor, the financial institutions from time to time party thereto as lenders (the “Lenders”) and the Agent, as Agent for the Lenders and the Secured Parties;

**WHEREAS**, subject to the terms and conditions of the Subordinated Notes Agreement, the Grantor has entered into that certain notice and confirmation of grant of security interest in trademarks, dated as of February 2, 2016 (the “Trademark Security Agreement”), by the Grantor in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Subordinated Notes Agreement or the Trademark Security Agreement, as applicable;

**WHEREAS**, under the terms of the Trademark Security Agreement and pursuant to the Subordinated Notes Agreement, the Grantor granted to the Agent, as security, a lien on, and security interest in the Grantor’s Trademarks and Trademark Licenses, and all Proceeds and products of any and all of such Trademarks and Trademark Licenses (collectively, the “Trademark Collateral”), including, without limitation, the Grantor’s respective Trademarks and Trademark Licenses listed on Schedule 1 attached hereto;

**WHEREAS**, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on February 19, 2016 as Document Number 900354859 at Reel 5736, Frame 0317;

**WHEREAS**, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

**WHEREAS**, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, on behalf of itself, the Lenders and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent’s rights in any Trademark Collateral, the condition of any Trademark Collateral or the value of any Trademark Collateral, terminates, discharges and releases its continuing security

interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks (and/or applications) and Trademark Licenses listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives or any new lender or collateral agent to the Lenders or Secured Parties, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release, discharge or termination of any Lien on, or security interest in, the Trademark Collateral as contemplated hereby.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's reasonable expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the Lien on, and security interest in, the Trademark Collateral as contemplated hereby.


THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND  
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of  
the date first above written.

**CORTLAND CAPITAL MARKET  
SERVICES LLC, as Agent**

By   
Name: Winnalynn Nacu Kantaris  
Title: Associate General Counsel

SCHEDULE 1

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
Boomerang Tube, LLC	BOOMERANG  BOOMERANG	RN: 4049116 SN: 85289385	April 7, 2011	November 1, 2011
Boomerang Tube, LLC	BOOMERANG  BOOMERANG	RN: 3877205 SN: 77065501	December 15, 2006	November 16, 2010
Boomerang Tube, LLC	BOOMERANG and Design  	RN: 3880158 SN: 77065486	December 15, 2006	November 23, 2010
Boomerang Tube, LLC	BOOMERANG TUBE  BOOMERANG TUBE	RN: 4105836 SN: 77480498	May 21, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE and Design  	RN: 4105844 SN: 77489840	June 3, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE, LLC  BOOMERANG TUBE, LLC	RN: 3967830 SN: 85057126	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	BOOMERANG TUBE, LLC and Design  	RN: 3967829 SN: 85057119	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	Design Only  	RN: 3975879 SN: 85048440	May 26, 2010	June 7, 2011

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>COUNTRY/STATE</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Boomerang Tube, LLC	American Petroleum Institute	U.S.A.		