

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		05/14/2018	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Hunt Valve Company, Inc.		
Street Address:	One North Wacker Drive, Suite 1920		
Internal Address:	c/o May River Capital, LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2411811	HUNT VALVE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	1.312.449.6024		
Email:	hollysnow@paulhastings.com		
Correspondent Name:	Holly Snow, Esq.		
Address Line 1:	71 South Wacker Drive, Suite 4500		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	1032536 for 94289-00004		
NAME OF SUBMITTER:	Judy Kim		
SIGNATURE:	/Judy Kim/		
DATE SIGNED:	01/03/2019		
Total Attachments: 4			
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OP \$40.00 2411811

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made as of May 14, 2018 (“Effective Date”) by FIFTH THIRD BANK (“Lender”), in favor of INDUSTRIAL VALVE HOLDINGS, LLC, a Delaware limited liability company, INDUSTRIAL VALVE ACQUISITION CORP., a Delaware corporation, VALVECO HOLDING COMPANY, a Delaware corporation, VALVECO INC., a Delaware corporation, and HUNT VALVE COMPANY, INC., a Delaware corporation, and HUNT VALVE ACTUATOR, LLC, a Delaware limited liability company (individually and collectively, “Borrower”).

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Borrower and Lender dated November 19, 2015 (the “IP Security Agreement”), Borrower granted to Lender a continuing security interest in and to all of Borrower’s right, title and interest in and to the Intellectual Property, including, without limitation, the Trademarks and Patents (as defined in the IP Security Agreement) set forth on Schedule A attached hereto;

WHEREAS, Borrower and Lender entered into the IP Security Agreement pursuant to the terms and conditions of that certain Credit Agreement dated November 19, 2015, as amended, restated, supplemented or modified from time to time (the “Credit Agreement”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on November 20, 2015, at Reel 037098, Frame 0431 and at Reel 5673, Frame 0718; and

WHEREAS, Borrower has paid in full all obligations or liabilities owing to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the IP Security Agreement, and hereby terminates, cancels and releases any and all interests, right and title it has against the Intellectual Property (as defined in the IP Security Agreement).

Lender represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any interest, right or title it has against the Intellectual Property (as defined in the IP Security Agreement).

Lender shall, at Borrower’s expense, take all further actions, and provide to Borrower, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Borrower to more fully and effectively effectuate the purposes of this Release.


This Release may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

LENDER:

FIFTH THIRD BANK

By: 
Name: Justin Byrne
Its Vice President

ACKNOWLEDGED AND AGREED:

BORROWER:

INDUSTRIAL VALVE HOLDINGS, LLC

By: Steph Griesemer
Name: Stephen Griesemer
Its: Vice President and Secretary

INDUSTRIAL VALVE ACQUISITION CORP.

By: Steph Griesemer
Name: Stephen Griesemer
Its: Vice President and Secretary

VALVECO HOLDING COMPANY

By: Steph Griesemer
Name: Stephen Griesemer
Its: Vice President and Secretary

VALVECO INC.

By: Steph Griesemer
Name: Stephen Griesemer
Its: Vice President and Secretary

HUNT VALVE COMPANY, INC.

By: Steph Griesemer
Name: Stephen Griesemer
Its: Vice President and Secretary

HUNT VALVE ACTUATOR, LLC

By: Steph Griesemer
Name: Stephen Griesemer
Its: Vice President and Secretary

SCHEDULE A

PATENTS

<u>U.S. Patent No.</u>	<u>Application No.</u>	<u>Title</u>	<u>Owner</u>
5,769,123	08/807,893	Cylinder actuated descale valve	Hunt Valve Company, Inc.

TRADEMARKS

Owner	Country	Mark	Application Number	Application Date	Registration Number	Registration Date
Hunt Valve Company, Inc.	U.S.	HUNT VALVE	75602135	December 9, 1998	2411811	December 12, 2000

TRADE NAME

Hunt Valve Company, Inc. has used the trade name "Hunt Engineering" since early 2004.

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None.