

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		01/23/2019	Bank: CANADA
RECEIVING PARTY DATA			
Name:	OHI Intermediate Holdings, Inc.		
Street Address:	111 Radio Circle Drive		
City:	Mount Kisco		
State/Country:	NEW YORK		
Postal Code:	10549		
Entity Type:	Corporation: DELAWARE		
Name:	Osrose Utilities Services, Inc.		
Street Address:	655 Highway 74 South		
City:	Peachtree City		
State/Country:	GEORGIA		
Postal Code:	30269		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3858592	COVERCAP	
Registration Number:	3416496	C-TRUSS	
Registration Number:	3146063	DURAFUME	
Registration Number:	4164768	FIRE-GUARD	
Registration Number:	0709197	HOLLOW HEART	
Registration Number:	3715766	LOADCALC	
Registration Number:	1585282	MITC-FUME	
Registration Number:	3640307	MP400-EXT	
Registration Number:	4721478	MP500-EXT	
Registration Number:	3852883	O-CALC	
Registration Number:	3211202	OSMO-C2-TRUSS	
Registration Number:	3031298	OSMO-C-TRUSS	

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Property Type	Number	Word Mark
Registration Number:	3633706	POLE TOPPER
Registration Number:	3715767	STRENGTHCALC
Registration Number:	1054920	WOODFUME
Registration Number:	2763317	OSMOSE
Registration Number:	0828098	OSMOSE K-33

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.

Phone: 2128598563
Email: daniel.stern@friedfrank.com
Correspondent Name: Daniel E. Stern
Address Line 1: 1 New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	2278-5561
NAME OF SUBMITTER:	Daniel Stern
SIGNATURE:	/Daniel Stern/
DATE SIGNED:	01/24/2019

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 23, 2019 (“Release”), is made by ROYAL BANK OF CANADA, in its capacity as collateral agent for the Secured Parties (the “Agent”) in favor of OHI INTERMEDIATE HOLDINGS, INC. (“Holdings”) and OSMOSE UTILITIES SERVICES, INC. (“Osmose”, together with Holdings, “Grantors” and each a “Grantor”). Capitalized terms used herein and not otherwise defined have the meanings given to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Agent and Grantors are parties to a Second Lien Pledge and Security Agreement, dated as of August 21, 2015 (as may have been amended, restated, amended and restated, supplemented and/or otherwise modified, the “Second Lien Security Agreement”) pursuant to which each Grantor pledged, assigned and granted to the Agent, on behalf of and for the benefit of the Secured Parties, a security interest in certain collateral, including the Released Collateral (as defined below);

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantors entered into that certain First Lien Trademark Security Agreement, dated as of August 21, 2015, among the Grantors and the Agent (the “Trademark Security Agreement”), pursuant to which each Grantor, by reference to the Second Lien Security Agreement, pledged, assigned and granted to the Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in, to and under all of the following, whether then owned by or owing to or thereafter acquired by or arising in favor of such Grantor, and regardless of where located: (a) all United States federal and state trademarks (including service marks), trade names, trade dress, and trade styles and the United States federal and state registrations and applications for registration thereof, including those United States federal and state registrations and applications listed on Schedule I hereto, and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all domain names; (c) Licenses of the foregoing, whether as licensee or licensor; (d) extensions and renewals of the foregoing; (e) income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (f) rights to sue or otherwise recover for any past, present, and future infringement, dilution or other violation of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (g) other rights corresponding to the foregoing in the United States; and (h) cash and non-cash proceeds of the foregoing (but excluding any United States intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark application under applicable federal law) (collectively, the “Released Collateral”).

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 25, 2015 at (i) Reel 5608 and Frame 0675 and (ii) Reel 5608 Frame 0682;


WHEREAS, the Agent and the Grantor now desire the termination and release of the Agent's security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agent hereby (i) terminates, cancels, releases, and discharges its security interest in, to and under all of the Released Collateral and (ii) reassigns to the Grantors any and all right, title, or interest it may have in, to and under all of the Released Collateral, without representation or warranty of any kind. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such other documentation reasonably requested by any Grantor, at the applicable Grantor's sole cost and expense, to more fully and effectively effectuate the purpose of this Release, including as contemplated by the Second Lien Security Agreement. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

ROYAL BANK OF CANADA,
as Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page to Release of Security Interest in Trademark Collateral (Second Lien)]

Schedule I

Trademarks and Trademark Registrations Owned by Osmose Utilities Services, Inc.:

Mark	Filed	Reg date	U.S. Reg. No./ Application no.
COVERCAP (WORD MARK)	5/4/2010	10/5/2010	3858592
C-TRUSS (word mark)	10/26/2004	4/29/2008	3416496
DURAFUME	11/17/2004	9/19/2006	3146063
FIRE-GUARD (word mark)	1/18/2012	6/26/2012	4164768
HOLLOW HEART	5/16/1960	1/3/1961	0709197
LOADCALC	6/29/2007	11/24/2009	3715766
MITC-FUME	6/15/1989	3/6/1990	1585282
MP400-EXT	7/2/2007	6/16/2009	3640307
MP500-EXT (word mark)	4/4/2014	4/14/2015	4721478
O-CALC	2/2/2010	9/28/2010	3852883
OSMO-C2-TRUSS	4/25/2006	2/20/2007	3211202
OSMO-C-TRUSS	10/26/2004	12/20/2005	3031298
POLE TOPPER	10/12/2007	6/9/2009	3633706
STRENGTHCALC	6/29/2007	11/24/2009	3715767
WOODFUME	6/25/1975	12/28/1976	1054920

Trademarks and Trademark Registrations Owned by OHI Intermediate Holdings, Inc.:

Mark	Filed	Reg date	U.S. Reg. No./ Application no.
OSMOSE	7/6/2001	9/16/2003	2763317
OSMOSE K-33	6/23/1966	5/2/1967	0828098