TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM518638

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		04/10/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Industrial Air Tool, L.P., L.L.P.
Street Address:	1305 W. JACKSON
City:	PASADENA
State/Country:	TEXAS
Postal Code:	77506
Entity Type:	Limited Liability Partnership: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2233465	INDUSTRIAL AIR TOOL

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

PTO TMconfirmation@mvalaw.com, amberwest@mvalaw.com Email:

MOORE & VAN ALLEN PLLC **Correspondent Name:** Address Line 1: 100 North Tryon Street, Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	020445.077
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	04/11/2019

Total Attachments: 3

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L.L.P#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 10, 2019 ("<u>Release</u>"), is made by KeyBank National Association, as Administrative Agent ("<u>Administrative Agent</u>") in favor of Industrial Air Tool, L.P., L.L.P., a Texas limited liability partnership ("Grantor").

WHEREAS, pursuant to the First Lien Security Agreement dated as of January 28, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a security interest in all of Grantor's Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Memorandum of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on January 28, 2014 at Reel 5202 Frame 0216 ("<u>Memorandum</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Memorandum.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the Memorandum and the continuing security interest in, and the continuing lien on, the Trademark Collateral, including, but not limited to, the Trademarks listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Memorandum; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank National Association, as Administrative Agent

By:____ Name:_

Title:

Schedule A

U.S. Trademark Subject to Security Interest Granted by Industrial Air Tool, L.P., L.L.P. In Favor of KeyBank National Association Recorded January 28, 2014 at Reel 5202 Frame 0216

Trademark Registration

Mark	Reg. No.	Reg. Date
INDUSTRIAL AIR TOOL and Design	2233465	03/23/99

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RECORDED: 04/11/2019