

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		08/19/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	AQUA-CHEM, INC.		
Street Address:	500 W. Monroe Street, 17th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1089496	AC-2	
Registration Number:	1094147	AC-8	
Registration Number:	4125817	AQUA CHEM	
Registration Number:	1307927	AQUA-CHEM	
Registration Number:	0766376	AQUA-CHEM	
Registration Number:	1632268	MATRIX	
Registration Number:	2009240	PUREPRO	
Registration Number:	1631494	SILVER	
Registration Number:	0822373	SPRAY-FILM	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		

CH \$240.00 1089496

ATTORNEY DOCKET NUMBER:	29778.19
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.
SIGNATURE:	/Vanessa A. Ignacio/
DATE SIGNED:	08/20/2019
Total Attachments: 3 source=Antares Capital LP to Aqua-Chem, Inc. (Release of Security Interest in Trademarks)#page1.tif source=Antares Capital LP to Aqua-Chem, Inc. (Release of Security Interest in Trademarks)#page2.tif source=Antares Capital LP to Aqua-Chem, Inc. (Release of Security Interest in Trademarks)#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 19, 2019, by ANTARES CAPITAL LP, as successor in interest to General Electric Capital Corporation, in its capacity as administrative agent (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, AQUA-CHEM, INC., a Delaware corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of August 5, 2014 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 5, 2014, at Reel 5337, Frame 0661 and assigned to Agent pursuant to that certain Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 and recorded by the Trademark Division of the United States Patent and Trademark Office on September 8, 2015, at Reel 5617, Frame 0775;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

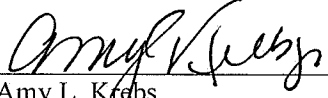
- a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: 
Name: Amy L. Krebs
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Collateral

TRADEMARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
AC-2	United States of America	Registered	73132774	7/5/77	1089496	4/18/78
AC-8	United States of America	Registered	73132775	7/5/77	1094147	6/27/78
AQUA CHEM	United States of America	Registered	77750206	6/2/09	4125817	4/10/12
AQUA-CHEM	United States of America	Registered	73463076	1/30/84	1307927	12/4/84
AQUA-CHEM	United States of America	Registered	72161761	1/31/63	0766376	3/10/64
MATRIX	United States of America	Registered	74047294	4/9/90	1632268	1/22/91
PUREPRO	United States of America	Registered	74047323	4/9/90	2009240	10/22/96
SILVER	United States of America	Registered	74047325	4/9/90	1631494	1/15/91
SPRAY-FILM	United States of America	Registered	72241730	3/24/66	0822373	1/17/67