

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sumitomo Mitsui Banking Corporation		09/16/2019	Banking Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Drain Supply, Inc.		
<b>Street Address:</b>	23311 Madero		
<b>City:</b>	Mission Viejo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92691		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	Hoffman Southwest Corp.		
<b>Street Address:</b>	23311 Madero		
<b>City:</b>	Mission Viejo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92691		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2266208	BIOLINE	
<b>Registration Number:</b>	5369310	BIO-ROOTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4155911000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco/		

CH \$65.00 2266208

<b>DATE SIGNED:</b>	09/17/2019
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**Total Attachments: 5**

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## RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release") is made as of September 16, 2019, by **SUMITOMO MITSUI BANKING CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below), in favor of **WESTERN DRAIN SUPPLY, INC., HSW RR, INC. and HOFFMAN SOUTHWEST CORP.** (each a "Grantor" and collectively, the "Grantors").

### W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of August 14, 2018, by and among Grantors, the other grantors party thereto and Collateral Agent (as heretofore amended or otherwise modified, the "Pledge and Security Agreement"; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement) and (ii) that certain Intellectual Property Security Agreement, dated as of August 14, 2018, by and between each Grantor, Hoffman Southwest Corp. and Collateral Agent (the "Intellectual Property Security Agreement"), the Grantors granted the Collateral Agent a security interest in and continuing lien on all of such Grantors' right, title and interest in, to and under the Trademarks identified on Schedule 1 attached and all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark (the "Intellectual Property Security Interest");

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on August 14, 2018 at Reel 006413, Frame 0611;

WHEREAS, on September 16, 2019, the Grantors consummated the Roto-Rooter Disposition (as defined in the Credit Agreement) as permitted by Section 6.9(o) of the Credit Agreement; and

WHEREAS, pursuant to Section 8 of the Pledge and Security Agreement, (i) upon any disposition of property permitted by the Credit Agreement, the Liens granted pursuant to the Pledge and Security Agreement are deemed to be automatically released and such property automatically reverts to the applicable Grantor and (ii) the Collateral Agent shall execute and deliver or otherwise authorize the filing of documents to evidence such release of Liens.

NOW THEREFORE, for good and valuable consideration previously tendered by each Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Lenders, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Lenders, hereby (a) releases, relinquishes, terminates and discharges the Intellectual Property Security Interest in its entirety and (b) reassigns to the applicable Grantor any and all right, title and interest of any nature whatsoever which it may hold in, to or under any of the of the Trademarks identified on Schedule 1 attached hereto, all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Lenders, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantors, Collateral Agent, on behalf of itself and the Lenders, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**SUMITOMO MITSUI BANKING CORPORATION,**  
as Collateral Agent

By:   
Name: Yoshiyuki Natsuyama  
Title: Managing Director




[Signature Page to Release of Intellectual Property]

**TRADEMARK**  
**REEL: 006746 FRAME: 0465**

Schedule 1

**TRADEMARKS**

**Trademarks**

Grantor	Trademark	Registration Date	Status	Registration No.
Western Drain Supply, Inc.	BIOLINE 	03-AUG-1999	Registered	2266208
Western Drain Supply, Inc.	BIO-ROOTER 	08-APR-1997	Closed/Not Using	2050911
Hoffman Southwest Corp.	BIO-ROOTER 	02-JAN-2018	Registered	5369310

**Trademark Licenses**

Grantor	Description of Trademark License	Serial No. of Underlying Trademark	Name of Licensor
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER” Words in styled form	71622514	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER” Design, words, letters	72103414	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“RAZOR KLEENS” Words in styled form	72214012	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“AND AWAY GO TROUBLES DOWN THE DRAIN” Words in stylized form	1020089	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER” Typed drawing	1199063	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER” Typed drawing	1221194	Roto-Rooter Corporation
HSW RR, Inc. and its	“ROTO-ROOTER	1270267	Roto-Rooter

Grantor	Description of Trademark License	Serial No. of Underlying Trademark	Name of Licensor
subsidiaries	SEWER-DRAIN SERVICE” Design plus words		Corporation
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER SEWER-DRAIN SERVICE” Design plus words	73307060	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER” design plus words	85917895	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“There’s Only One” typed drawing	73430011	Roto-Rooter Corporation
HSW RR, Inc. and its subsidiaries	“ROTO-ROOTER” and design	1241640	Roto-Rooter Corporation