# OP \$490.00 4353012

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM548130

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		11/04/2019	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Environmental Express, Inc.	
Street Address:	625 E. Bunker Ct.	
City:	Vernon Hills	
State/Country:	ILLINOIS	
Postal Code:	60061	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark		
Registration Number:	4353012	AUTOBLOCK		
Registration Number:	4516713	DOUBLEWEIGH		
Registration Number:	3302543	ENVIRONMENTAL EXPRESS		
Registration Number:	4360293	FILTERMATE		
Registration Number:	4360292	FLIPMATE		
Registration Number:	4360294	GHOSTWIPE		
Registration Number:	4353013	HOTBLOCK		
Registration Number:	4360295	MAXFIL		
Registration Number:	1963987	PROWEIGH		
Registration Number:	4327843	QUIKVAP		
Registration Number:	4353010	SIMPLEDIST		
Registration Number:	4848962	SIMPLEWATER		
Registration Number:	4434830	SNIP & POUR		
Registration Number:	4482724	SOIL-CELL		
Registration Number:	4353011	SPE-EXPRESS		
Registration Number:	4323833	ULTRAFLOW		
Registration Number:	4515556	ULTRALOW		
Registration Number:	4618025	ULTRAPREP		
Registration Number:	4356994	ZHE+		
		TRADEMARK		

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#### **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:** 212-701-3365

Email: ECarrera@cahill.com

**Correspondent Name:** Elaine Carrera, Senior Paralegal

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1148542 TMRel1	
NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	11/05/2019	

### **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 4, 2019 (the "Effective Date"), is made by JEFFERIES FINANCE LLC, in its capacity as Collateral Agent for the Secured Parties (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of March 21, 2017, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent for the Secured Parties, a security interest in and to certain collateral:

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of March 21, 2017 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 27, 2017 at Reel/Frame 6019/0563;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor's sole cost and expense (to the extent such costs and expenses are reasonable and documented), to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

TRADEMARK REEL: 006788 FRAME: 0070 IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JEFFERIES FINANCE LLC, acting in its capacity as Collateral Agent for the Secured Parties

Name: Paul Chisholm

Title: Managing Director

[Signature Page to First Lien Trademark Release (Environmental Express)]

TRADEMARK
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ENVIRONMENTAL EXPRESS, INC., as

Grantor

By:\_\_\_\_\_\_Name: Bernd-Brust

Title: President and Chief Executive Officer

[Signature Page to First Lien Trademark Release (Environmental Express)]

Schedule I

First Lien Trademark Security Agreement recorded March 27, 2017 at Reel/Frame 6019/0563

Trademark	Application No.	Registration No.	Owner
AUTOBLOCK	85,714,687	4,353,012	Environmental Express, Inc.
DOUBLEWEIGH	86,108,052	4,516,713	Environmental Express, Inc.
ENVIRONMENTAL EXPRESS	78,952,100	3,302,543	Environmental Express, Inc.
FILTERMATE	85,714,750	4,360,293	Environmental Express, Inc.
FLIPMATE	85,714,740	4,360,292	Environmental Express, Inc.
GHOSTWIPE	85,714,755	4,360,294	Environmental Express, Inc.
HOTBLOCK	85,714,695	4,353,013	Environmental Express, Inc.
MAXFIL	85,714,766	4,360,295	Environmental Express, Inc.
PROWEIGH	74,627,684	1,963,987	Environmental Express, Inc.
QUIKVAP	85,714,450	4,327,843	Environmental Express, Inc.
SIMPLEDIST	85,714,454	4,353,010	Environmental Express, Inc.
SIMPLEWATER	86,305,451	4,848,962	Environmental Express, Inc.
SNIP & POUR	85,714,440	4,434,830	Environmental Express, Inc.
SOIL-CELL	85,714,759	4,482,724	Environmental Express, Inc.
SPE-EXPRESS	85,714,462	4,353,011	Environmental Express, Inc.
ULTRAFLOW	85,714,430	4,323,833	Environmental Express, Inc.
ULTRALOW	85,747,811	4,515,556	Environmental Express, Inc.
ULTRAPREP	85,714,433	4,618,025	Environmental Express, Inc.
ZHE+	85,714,776	4,356,994	Environmental Express, Inc.

**RECORDED: 11/05/2019** 

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