# CH \$190.00 412809

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM548358

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BNP PARIBAS		11/01/2019	BANKING CORPORATION: FRANCE

# **RECEIVING PARTY DATA**

Name:	NATIONAL RESPONSE CORPORATION
Street Address:	3500 Sunrise Highway
Internal Address:	Suite 200, Building 200
City:	Great River
State/Country:	NEW YORK
Postal Code:	11739
Entity Type:	Corporation: DELAWARE
Name:	NRC NY ENVIRONMENTAL SERVICES, INC.
Street Address:	6392 Deere Road
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13206
Entity Type:	Corporation: DELAWARE
Name:	NRC ENVIRONMENTAL SERVICES, INC.
Street Address:	9520 10th Avenue South
Internal Address:	Suite 150
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98108
Entity Type:	Corporation: WASHINGTON
Name:	NRC GULF ENVIRONMENTAL SERVICES, INC.
Also Known As:	f/k/a Progressive Environmental Services, Inc.
Street Address:	3500 Sunrise Highway
Internal Address:	Suite 200, Building 200
City:	Great River
State/Country:	NEW YORK
Postal Code:	11739
Entity Type:	Corporation: DELAWARE
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### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4128099	NRC ENVIRONMENTAL SERVICES
Registration Number:	4128098	NRC NATIONAL RESPONSE CORPORATION
Registration Number:	2836739	SPILLSAVE
Registration Number:	4128097	NRC
Registration Number:	1767658	OP-TECH
Registration Number:	4286612	SWS ENVIRONMENTAL SERVICES
Registration Number:	4286611	SWS ENVIRONMENTAL SERVICES

### **CORRESPONDENCE DATA**

**Fax Number:** 2126983599

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:** 2126983500

**Email:** patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: THREE BRYANT PARK

Address Line 2: 1095 AVENUE OF THE AMERICAS Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER:	Noah Shier
SIGNATURE:	/Noah Shier/
DATE SIGNED:	11/06/2019

### **Total Attachments: 4**

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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 November 1, 2019, by BNP PARIBAS, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of NATIONAL RESPONSE CORPORATION, a Delaware corporation, NRC NY ENVIRONMENTAL SERVICES, INC., a Delaware corporation. NRC ENVIRONMENTAL SERVICES, INC., a Washington corporation, and NRC GULF ENVIRONMENTAL SERVICES, INC. (f/k/a Progressive Environmental Services, Inc.), a Delaware corporation (the "Grantors" and each, a "Grantor").

## WITNESSETH

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of June 11, 2018, by and among the grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement"), and (ii) that certain Intellectual Property Security Agreement, dated as of June 11, 2018, by and between Grantors and the Collateral Agent (the "Intellectual Property Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), each Grantor granted the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks of such Grantor, including those identified on Schedule A attached hereto (the "IP Security Interest");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on June 11, 2018 at Reel 6395, Frame 0683;

WHEREAS, each Grantor has satisfied in full the terms of the Security Agreement and Intellectual Property Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.

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

- 1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantors any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Trademarks (including, without limitation, the trademark registrations identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.
- 2. The Collateral Agent, on behalf of itself and the Secured Parties, 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, the Collateral Agent, on behalf of itself and the Secured Parties, 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.

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4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. [Signature page follows]

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

BNP PARIBAS, as Collateral Agent

Name:

Title:

Jakaros Mom**ano** 

Oirector

Ву:\_\_\_\_

Name: Title:

Daniel Mancini Vice President

# Schedule A

Grantor	Trademarks	Filing Date	Status	Serial No.
National		4/17/2012	Registered	
Response				
Corporation /	ENVIRONMENTAL BERVICES			4128099
NRC	" Andrew des many and a control of the control of t			
Environmental				
Services, Inc.				
National		4/17/2012	Registered	4120000
Response				4128098
Corporation	NATIONAL RESPONSE			
National	SPILLSAVE	4/27/2004	Registered	2836739
Response				
Corporation				
National	2000 2000 20000000	4/17/2012	Registered	4128097
Response				
Corporation				
NRC NY		4/27/1993	Registered	1767658
Environmental	OP-TECH	., 2., 1336	1108120101	1707000
Services, Inc.				
National		12/5/2011	Registered	9988734
Response				
Corporation	.00008 30000000 ,00000 40000000. ************************			
National		12/7/2011	Registered	9988627
Response				
Corporation	NATIONAL RESPONSE			
NRC Gulf		2/5/2013	Registered	4,286,612
Environmental	(SWS)	2/3/2013	Registered	4,200,012
Services, Inc.				
(f/k/a				
Progressive				
Environmental				
Services, Inc.)				
NRC Gulf	SWS ENVIRONMENTAL SERVICES	2/5/2013	Registered	4,286,611
Environmental	The state of the s			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Services, Inc.				
(f/k/a				
Progressive				
Environmental				
Services, Inc.)				

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**RECORDED: 11/06/2019** 

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