

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550884

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900522113

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as Agent		11/08/2011	Bank: OHIO

RECEIVING PARTY DATA

Name:	Flexitallic Investments, Inc.
Street Address:	4150 N. Sam Houston Parkway E.
Internal Address:	Ste. 190
City:	Houston
State/Country:	TEXAS
Postal Code:	77032
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1468318	FLEXICARB
Registration Number:	1147169	FLEXICARB
Registration Number:	3443524	FLEXITALLIC
Registration Number:	0091864	FLEXITALLIC
Registration Number:	2959727	FLEXITALLIC TURNAROUND MANAGER
Registration Number:	1393238	FLEXITE
Registration Number:	2697149	FLEXPRO
Registration Number:	2800807	FLEXPRO
Registration Number:	1807519	LS
Registration Number:	2947994	SIGMA
Registration Number:	2556354	SIGMA
Registration Number:	2572720	THERMICULITE
Registration Number:	2618629	THERMICULITE
Registration Number:	2355937	THERMICULITE
Registration Number:	2810041	THERMICULITE

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1148872 TM
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	11/25/2019

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of November 22, 2019 (the "Effective Date"), is made by Fifth Third Bank, as agent for the Senior Finance Parties (the "Agent"), in favor of Flexitallic Investments, Inc. (the "Grantor").

WHEREAS, pursuant to that certain Trademark Collateral Agreement, dated as of April 28, 2009 (the "Trademark Collateral Agreement"), made by the Grantor in favor of the Agent, the Grantor granted to the Agent a security interest in and to certain collateral Grantor;

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on May 15, 2009 at Reel/Frame 003988/0160;

WHEREAS, the obligations secured by the liens granted pursuant to the Trademark Collateral Agreement were paid in full and terminated on November 8, 2011 pursuant to that certain Payoff Letter issued by the Agent and accepted and agreed by FGI Acquisition Corp., a parent of the Grantor, attached hereto as Annex I;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Collateral Agreement.

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 Trademarks, including but not limited to the trademarks and trademark licenses set forth in Schedule I attached hereto, arising under the Trademark Collateral Agreement. If and to the extent that the Agent has acquired any right, title, or interest in and to the Trademarks under the Trademark Collateral 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. The Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Collateral Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor 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, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon

by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date.

FIFTH THIRD BANK,

as Agent

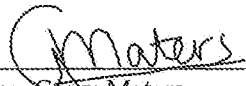
By:

Name:

Title:

Kathy Bohman
KATHY BOHMAN
AVP

FLEXITALLIC INVESTMENTS, INC.,
as Grantor

By: 
Name: Gessy Maters
Title: Vice President, Chief Financial
Officer, and Secretary

SCHEDULE I

U.S. TRADEMARK NUMBERS

REGISTRATION NO.	TITLE OF TRADEMARK	REGISTRATION DATE
1468318	FLEXICARB	12/8/1987
1147169	FLEXICARB	2/17/1981
3443524	FLEXITALLIC	6/10/2008
0091864	FLEXITALLIC (stylized script)	6/3/1913
2959727	FLEXITALLIC TURNAROUND MANAGER	6/7/2005
1393238	FLEXITE	5/13/1986
2697149	FLEXPRO	3/18/2003
2800807	FLEXPRO (stylized)	12/30/2003
1807519	LS	11/30/1993
2947994	SIGMA	5/10/2005
2556354	SIGMA (and design)	4/2/2002
2572720	THERMICULITE	5/28/2002
2618629	THERMICULITE	9/10/2002
2355937	THERMICULITE	6/6/2000
2810041	THERMICULITE	2/3/2004

ANNEX I

Payoff Letter

[See attached]

November 8, 2011

FGI Acquisition Corp.
201 Kingwood Medical Drive
Suite B-200
Kingwood, Texas 77339
Attention: Greg English

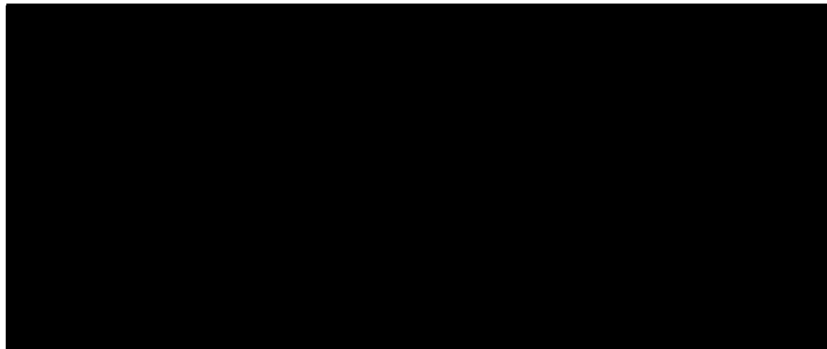
Re: Pay-Off of Credit Facilities Extended to
FGI ACQUISITION CORP., a Delaware corporation (the "*Borrower*")

Ladies and Gentlemen:

Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of September 10, 2008 (as amended or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Borrower, the Lenders party thereto, and Fifth Third Bank, an Ohio banking corporation, as the Administrative Agent and Collateral Agent. All capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

This letter confirms the amount of the Borrower's Obligations due to the Lenders, Administrative Agent and the Collateral Agent as of November 9, 2011, under the Credit Agreement, all upon the terms and conditions set forth herein.

The total amount of Obligations due to the Lenders, the Administrative Agent and the Collateral Agent under the Credit Agreement, if paid on or before noon (Cincinnati, Ohio, time) on November 9, 2011 (the "*Payment Time*"), is [REDACTED] (the "*Pay-off Amount*"), broken down as follows:



FGI Acquisition Corp.
November 8, 2011
Page 2

If the Pay-Off Amount is not received by the Payment Time, the Pay-off Amount shall be increased by an amount equal to [REDACTED]

[REDACTED] provided that the Per diem Amount may change in the event of a change in the Base Rate or in the amount outstanding under the Credit Agreement and, for these reasons, you should confirm with us on the date of payment the current pay-off amount then due.

Upon receipt of (a) an executed counterpart of this letter from you, and (b) the Pay-off Amount on or before the Payment Time by Federal reserve wire transfer to Fifth Third Bank, Cincinnati, Ohio [REDACTED]

(i) the Credit Agreement and the other Loan Documents shall automatically terminate and be of no further force and effect (except for such terms and provisions that survive termination of the Credit Agreement and the other Loan Documents as specified therein) without any further action on the part of the Administrative Agent or any other Person;

(ii) all Obligations of the Borrower to the Lenders, the Administrative Agent and the Collateral Agent under the Credit Agreement and the other Loan Documents shall be fully paid and discharged, all without further action being required to effectuate the foregoing;

(iii) all Commitments under the Credit Agreement shall be automatically terminated (and thereafter the Borrower shall not have any right to obtain credit from the Lenders, the Administrative Agent and the Collateral Agent under the Credit Agreement and the other Loan Documents);

(iv) all of the security interests and other Liens granted to or held by the Collateral Agent for the benefit of the Secured Parties as security for the Obligations (whether or not under the Loan Documents referred to in the Credit Agreement, and whether or not any other obligations of any other Person are also secured thereby) shall be, without further action, terminated, released and discharged;

(v) the Collateral Agent authorizes the Borrower and its counsel to file UCC-3 termination statements set forth on Schedule 1 attached hereto;

(vi) the Collateral Agent shall promptly return to the Borrower and each Guarantor, as applicable, all Collateral in its possession; and

FGI Acquisition Corp.
November 8, 2011
Page 3

(vii) the Administrative Agent and the Collateral Agent shall, at the reasonable request of the Borrower (such request to be reasonable in all respects, including, without limitation, with respect to the form and substance of such additional instruments or writings), execute such other termination statements or other documents, as the Borrower or any Guarantor may reasonably request to effect or evidence the satisfaction of the Obligations, the termination of the effectiveness of the Credit Agreement, the other Loan Documents or any instruments executed pursuant thereto (other than those provisions that by their terms survive such termination), or the release of any Liens in favor of the Secured Parties described herein or that now or hereafter arise under the Credit Agreement or the other Loan Documents, at the sole cost and expense of the Borrower.

This letter and the rights and obligations of the parties hereto and thereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, including Section 5-1401 of the New York General Obligations Law, but excluding, to the maximum extent permitted by applicable laws, all other conflicts of law principles and choices of law rules.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS LETTER OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH. This letter may be executed in identical counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

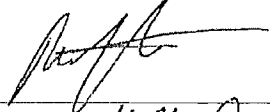
[SIGNATURE PAGE TO FOLLOW]

FGI Acquisition Corp.
November 8, 2011
Page 4

Unless otherwise agreed to in writing by us, the terms of this letter shall not be effective after November 9, 2011, unless the conditions set forth in clauses (a) and (b) above have been satisfied.

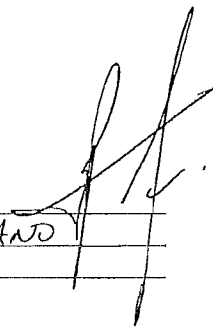
Very truly yours,

FIFTH THIRD BANK, as Administrative Agent
and Collateral Agent

By 
Name Matthew Cannon
Title Vice President

Accepted and agreed to as of the date first written above.

FGI ACQUISITION CORP.

By 
Name KERI TOLEDANO
Title CEO