

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS - Reel/Frame 4940/0866

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as administrative agent		12/20/2019	National Banking Association:

RECEIVING PARTY DATA

Name:	ROCKWOOD SERVICE CORPORATION
Street Address:	30 Main St
Internal Address:	Suite 402
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3161822	ROCKWOOD SERVICE CORPORATION
Registration Number:	3167646	ROCKWOOD SERVICE CORPORATION
Registration Number:	3156783	ROCKWOOD SERVICE CORPORATION
Registration Number:	3167647	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161823	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161824	ROCKWOOD
Registration Number:	2431195	SPERRY RAIL SERVICE
Registration Number:	4121036	HELLIER
Registration Number:	3403093	ACUREN
Registration Number:	3810426	A HIGHER LEVEL OF RELIABILITY
Registration Number:	2381593	SRS
Registration Number:	4712765	ACUVIEW

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8000

TRADEMARK

Email: juan.arias@weil.com
Correspondent Name: Christina Ramos
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: C.Ramos -14845.0145

NAME OF SUBMITTER: Christina Ramos

SIGNATURE: /Christina Ramos/

DATE SIGNED: 12/20/2019

Total Attachments: 4

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (“Release”) is executed as of December 20, 2019 (“Effective Date”), by BANK OF AMERICA, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the “Administrative Agent”) under the Security Agreement (as defined below) for each of the Secured Parties (as defined in the Credit Agreement defined below) , in favor of ROCKWOOD SERVICE CORPORATION, a Delaware corporation (the “Released Party”).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of December 31, 2015 (as amended, supplemented or otherwise modified from time to time), by and among the Released Party, Administrative Agent and Lenders (as defined in the Credit Agreement) party thereto (the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Released Party executed and delivered that certain Pledge and Security Agreement, dated as of September 30, 2011 (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Released Party and the Administrative Agent, in its capacity as administrative agent for the Secured Parties, executed that certain Trademark Security Agreement dated as of September 30, 2011 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Released Party granted to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as such term is defined in the Security Agreement) to secure the payment of all Obligations and, if applicable, all Guaranty Obligations (in each case, as such terms are defined in the Pledge and Security Agreement) (such continuing security interest in all of the Trademark Collateral, the “Security Interest”);

WHEREAS the Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on January 10, 2013 at Reel/Frame 4940/0866;

WHEREAS, the Released Party has satisfied in full the terms of the Pledge and Security Agreement and the Security Agreement and requests a release of the Security Interest; and

WHEREAS, the Administrative Agent, on behalf of itself and each of the Secured Parties, now agrees to terminate and grant a release of the Security Interest in the Trademark Collateral (including, without limitation, the Trademarks identified on Schedule A attached hereto) as provided in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and each of the Secured Parties hereby covenants and agrees as follows:

Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided in the Credit Agreement.

The Administrative Agent, on behalf of itself and each of the Secured Parties, hereby (a) terminates the Security Agreement, (b) terminates, releases, relinquishes and discharges, in its entirety, the Security Interest in the Trademark Collateral (including, without limitation, each of the Trademarks identified on Schedule A attached hereto), and (c) hereby assigns and transfers to the Released Party, without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest of any nature whatsoever in and to the Trademark Collateral (including, without limitation, each of the Trademarks identified on Schedule A attached hereto), together with all associated common law rights and all goodwill of the business symbolized thereby, in each case, effective as of the Effective Date.

The Administrative Agent, on behalf of itself and each of the Secured Parties, authorizes the USPTO and any other applicable governmental authority to record this Release and understands and agrees that this Release may be recorded by or for the Released Party with the USPTO or any similar office or agency within or outside the United States.

The Administrative Agent, on behalf of itself and each of the Secured Parties, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do any such other acts, in each case at the Released Party's expense, as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby and to otherwise carry out the purposes of this Release.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

By: 
Name: Tiffany Lin
Title: Assistant Vice President

SCHEDULE A

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

<u>Title</u>	<u>Serial or Registration Number</u>	<u>Registration Date</u>
ROCKWOOD SERVICE CORPORATION	3,161,822	10/24/2006
ROCKWOOD SERVICE CORPORATION	3,167,646	11/07/2006
ROCKWOOD SERVICE CORPORATION	3,156,783	10/17/2006
ROCKWOOD SERVICE CORPORATION	3,167,647	11/07/2006
ROCKWOOD SERVICE CORPORATION	3,161,823	10/24/2006
ROCKWOOD SERVICE CORPORATION	3,161,824	10/24/2006
SPERRY RAIL SERVICE	2,431,195	02/27/2001 Renewed 02/27/2011
HELLIER	4,121,036	07/05/2011
ACUREN	3,403,093	03/25/2008
A HIGHER LEVEL OF RELIABILITY	3,810,426	06/29/2010
SRS	2,381,593	08/29/2000 Renewed 08/29/2010
ACUVIEW	4,712,765	03/31/2015
A HIGHER LEVEL OF RELIABILITY (Canada)	TMA800,737	6/23/2011
RAT logo (Canada)	1532239	6/17/2011
Sperry (design) (China)	9740288	7/20/2011
Sperry (words only) (China)	9740329	7/20/2011
ACUREN (Canada)	126587300	7/22/2005