

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS - Reel/Frame 5704/0513

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: 14

Property Type	Number	Word Mark
Registration Number:	3161823	ROCKWOOD SERVICE CORPORATION
Registration Number:	3156783	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161822	ROCKWOOD SERVICE CORPORATION
Registration Number:	3810426	A HIGHER LEVEL OF RELIABILITY
Registration Number:	3403093	ACUREN
Registration Number:	2431195	SPERRY RAIL SERVICE
Registration Number:	2381593	SRS
Registration Number:	4712765	ACUVIEW
Registration Number:	4778134	CODEWEST
Registration Number:	4474058	CODEWEST
Registration Number:	4583695	WORLDSPEC
Registration Number:	4728647	WORLDSPEC
Registration Number:	4851975	RAIL HEALTH
Registration Number:	4121036	HELLIER

CORRESPONDENCE DATA

Fax Number: 2123108007

TRADEMARK

REEL: 006823 FRAME: 0087

900528062

CH \$365.00 3161823

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
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
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NAME OF SUBMITTER:	Christina Ramos
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SIGNATURE:	/Christina Ramos/
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DATE SIGNED:	12/20/2019
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Total Attachments: 5

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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 December 31, 2015 (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 7, 2016 at Reel/Frame 5704/0513;

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: _____
Title: **Tiffany Lin**
Assistant Vice President

(Signature Page to Trademark Release)

TRADEMARK
REEL: 006823 FRAME: 0091

SCHEDULE A

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

Registered Trademarks

Owner	Mark	Registration No.	Date Registered
Rockwood Service Corporation	ROCKWOOD SERVICE CORPORATION (Standard character mark) (US)	3161823	10/24/2006
Rockwood Service Corporation	ROCKWOOD SERVICE CORPORATION (Standard character mark) (US)	3156783	10/17/2006
Rockwood Service Corporation	ROCKWOOD SERVICE CORPORATION (Standard character mark) (US)	3161822	10/24/2006
Rockwood Service Corporation	A HIGHER LEVEL OF RELIABILITY (US)	3,810,426	6/29/2010
Rockwood Service Corporation	ACUREN (Standard character mark) (US)	3403093	3/25/2008
Rockwood Service Corporation	SPERRY RAIL SERVICE (Words only) (US)	2431195	2/27/2001
Rockwood Service Corporation	A HIGHER LEVEL OF RELIABILITY (Canada)	TMA800,737	6/23/2011
Rockwood Service Corporation	SRS (Words only)	2381593	8/29/2000
Rockwood Service Corporation	ACUVIEW (standard character mark)	4712765	3/31/2015
Rockwood Service Corporation	CodeWest (logo)	4,778,134	7/21/2015
Rockwood Service Corporation	CodeWest (name)	4,474,058	1/28/2014
Rockwood Service Corporation	Worldspec (name)	4583695	8/12/2014
Rockwood Service Corporation	Worldspec (logo/design)	4728647	4/28/2015
Rockwood Service Corporation	Rail Health	4,851,975	11/10/2015
Rockwood Service Corporation	"Hellier" (US)	4,121,036	4/3/2012
Rockwood Service Corporation	ACUREN (Canada)	TMA843,817	2/19/2013
Rockwood Service Corporation	Sperry (design) (China)	9678154	10/7/2012
Rockwood Service Corporation	Sperry (words only) (China)	9740329	11/21/2012

Trademark Applications

Owner	Mark	Serial No.	Date Filed
Rockwood Service Corporation	ACUVIEW (Standard character mark) (Canada)	1565902	2/24/2012