

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks (Releases RF 6727/0475)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		10/30/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	ATLANTANK, LLC
Street Address:	80 Kero Road
City:	Carlstadt
State/Country:	NEW JERSEY
Postal Code:	07072
Entity Type:	Limited Liability Company: NEW JERSEY
Name:	ATLANTIC COOLING TECHNOLOGIES AND SERVICES, LLC
Street Address:	80 Kero Road
City:	Carlstadt
State/Country:	NEW JERSEY
Postal Code:	07072
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5787763	ATLANTANK
Registration Number:	5787762	ATLANTANK
Registration Number:	5799198	ATLANTIC
Registration Number:	5855492	ATLANTIC COOLING TECHNOLOGIES & SERVICES
Registration Number:	5855491	ATLANTIC COOLING TECHNOLOGIES & SERVICES

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

TRADEMARK

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 057121-0239

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 10/30/2020

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS, dated as of October 30, 2020 (this “Release”), is made by Antares Capital LP, as First Lien Collateral Agent (in such capacity, the “Collateral Agent”), in favor of ATLANTANK, LLC and ATLANTIC COOLING TECHNOLOGIES AND SERVICES, LLC (each a “Grantor,” and together the “Grantors”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among HVAC ACQUISITION, INC., a Delaware corporation, MSHC, Inc., a Delaware corporation, the other grantors from time to time party thereto, and ANTARES CAPITAL LP, as First Lien Administrative Agent, the Grantors are party to a First Lien Collateral Agreement, dated as of July 31, 2017 (as supplemented on May 7, 2018 and on October 29, 2018, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Collateral Agreement”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantors executed and delivered that certain First Lien Trademark Security Agreement, dated August 22, 2019, in favor of the Collateral Agent (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on August 22, 2019 at Reel/Frame 6727/0475;

WHEREAS, pursuant to the Collateral Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world, but excluding any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (the “Trademark Collateral”);

WHEREAS the Grantors have requested that the Collateral Agent now terminate and release its Security Interest in the Trademark Collateral, and the Collateral Agent desires to release the Security Interest it has in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, forever discharges, and absolutely, unconditionally and irrevocably releases the Security Interest in the Trademark Collateral, without recourse to the Collateral Agent, and without representation or warranty of any kind.

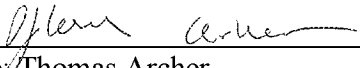
Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

This Release shall be construed in accordance with and governed by the laws of the State of New York.


Signature page follows

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

ANTARES CAPITAL LP,
as Collateral Agent

By: 
Name: Thomas Archer
Title: Duly Authorized Signatory

SCHEDULE I

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
ATLANTANK	88213071 30-NOV-2018	5787763 25-JUN-2019	Registered	Atlantank, LLC
ATLANTANK 	88213060 30-NOV-2018	5787762 25-JUN-2019	Registered	Atlantank, LLC
ATLANTIC	88213066 30-NOV-2018	5799198 09-JUL-2019	Registered	Atlantic Cooling Technologies and Services, LLC
ATLANTIC COOLING TECHNOLOGIES & SERVICES	88213070 30-NOV-2018	5855492 10-SEP-2019	Registered	Atlantic Cooling Technologies and Services, LLC
ATLANTIC COOLING TECHNOLOGIES & SERVICES 	88213064 30-NOV-2018	5855491 10-SEP-2019	Registered	Atlantic Cooling Technologies and Services, LLC