

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614139

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| UMB Bank, N.A., as successor Collateral Agent | | 12/03/2020 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | UTEX INDUSTRIES, INC. |
| Street Address: | 10810 Katy Freeway, Suite 100 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77043 |
| Entity Type: | Corporation: DELAWARE |
| Name: | DURAQUEST, INC. |
| Street Address: | 10810 Katy Freeway Suite 100 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77043 |
| Entity Type: | Corporation: TEXAS |

PROPERTY NUMBERS Total: 24

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 2732581 | CHEMTEX |
| Registration Number: | 1651341 | DURAQUEST |
| Registration Number: | 2643745 | EZESEAL |
| Registration Number: | 2257488 | GENESIS |
| Registration Number: | 1656602 | LIBERATOR |
| Registration Number: | 1932090 | SMOOTHHAMMER |
| Registration Number: | 1616426 | SMOOTHDRILL |
| Registration Number: | 3401764 | SMOOTHDRIVE |
| Registration Number: | 2202027 | SUPER GOLD |
| Registration Number: | 3576696 | SUPERTEX |
| Registration Number: | 1499566 | TEXLOK |
| Registration Number: | 1795610 | UNILITE |
| Registration Number: | 2031037 | U-PAK |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------|
| Registration Number: | 0563597 | URON |
| Registration Number: | 0966073 | UTEX |
| Registration Number: | 1033371 | UTEX |
| Registration Number: | 2197741 | UTEX |
| Serial Number: | 85782560 | BLACK MAMBA |
| Serial Number: | 85782555 | XLH |
| Registration Number: | 4602111 | BLACK MAMBA |
| Registration Number: | 4515654 | XLH |
| Registration Number: | 5363567 | CORE-X |
| Registration Number: | 5099333 | ACCUSEAL |
| Registration Number: | 5077936 | AMERIFRAC-NITRO |

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 44925.00001 |
| NAME OF SUBMITTER: | Javier J. Ramos |
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 12/14/2020 |

Total Attachments: 9

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

December 3, 2020

WHEREAS, pursuant to that certain (i) Second Lien Trademark Short Form Security Agreement, dated as of April 10, 2013 (the "Initial Trademark Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on April 10, 2013 under Reel/Frame 5003/0861, by UTEX INDUSTRIES, INC. (the "Borrower") and DURAQUEST, INC. (together with the Borrower, the "Releasees" and each a "Releasee") to BANK OF AMERICA, N.A., as collateral agent ("BOA") and (ii) Second Lien Trademark Short Form Security Agreement (together with the Initial Trademark Security Agreement, the "Trademark Security Agreement"), dated as of May 15, 2020, recorded in the USPTO on May 19, 2020 under Reel/Frame 6942/0510 by the Borrower to BOA, the Releasees granted to BOA for the benefit of the Secured Parties (as defined in the Security Agreement) and pursuant to that certain Assignment and Assumption of Second Lien Trademark Short Form Security Agreement, dated as of June 5, 2020 by and among BOA and UMB Bank, N.A., as successor Collateral Agent ("Releasor"), BOA assigned, conveyed and transferred to Releasor all of its rights, title and interest in and to the Trademark Security Agreement and its security interest in, a continuing security interest in all of its right, title and interest in, to and under all of each Releasee's United States trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule A, and all goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, each Releasee has requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks (this "Release") to terminate the Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in, to and under the Trademark Collateral.

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

Release of Security Interest. Releasor hereby, without any representation or warranty of any kind and without any recourse to Releasor, terminates the Trademark Security Agreement and hereby terminates, releases, relinquishes and discharges all of its lien on and security interest in, to and under the Trademark Collateral and transfers and assigns to each Releasee any and all right, title or interest Releasor may have in, to and under the Trademark Collateral.

The Releasor hereby authorizes the Releasees, or the Releasees' authorized representatives, to record this Release with the USPTO and/or any other applicable governmental office or agency. The Releasor further agrees to execute and deliver to the Releasees any and all further documents and instruments, and do any and all further acts which the Releasees (or their agents or designees) reasonably request, at the Releasees' sole cost and expense, in order to confirm this Release of Security Interest in Trademarks and the Releasees' right, title, and interest in or to the Trademark Collateral.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD

RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its duly authorized representative as of the date first written above.

UMB BANK, N.A., as Collateral Agent

By: 
Name: Julius R. Zamora
Title: Vice President

SCHEDULE A

TRADEMARKS

Trademarks recorded under Reel/Frame 5003/0861

[Attached.]

Schedule I

United States Trademarks and Trademark Applications

Trademarks

| Mark | Country | App. No. / Filing Date | Reg. No. / Reg. Date | Owner |
|--------------|---------|------------------------|------------------------|-----------------------|
| CHEMRITE | Canada | 0806609 3/11/1996 | TMA509965 3/25/1999 | Utex Industries, Inc. |
| CHEMRITE | Mexico | 256855 3/12/1996 | 908773 11/22/2005 | Utex Industries, Inc. |
| CHEMRITE | Mexico | 256856 3/12/1996 | 642842 2/24/2000 | Utex Industries, Inc. |
| CHEMRITE | Mexico | 256857 3/12/1996 | 642843 2/24/2000 | Utex Industries, Inc. |
| CHEMTEX | US | 76037730 5/1/2000 | 2732581 7/1/2003 | Utex Industries, Inc. |
| DURAQUEST | US | 74080059 7/20/1990 | 1651341 7/23/1991 | DuraQuest, Inc. |
| EZESEAL | Mexico | 453765 10/19/2000 | 721366 10/31/2001 | Utex Industries, Inc. |
| EZESEAL | US | 76030205 4/18/2000 | 2643745 10/29/2002 | Utex Industries, Inc. |
| GENESIS | Canada | 0834539 1/24/1997 | TMA499525 8/27/1998 | Utex Industries, Inc. |
| GENESIS | Mexico | 285034 1/24/1997 | 551267 6/25/1997 | Utex Industries, Inc. |
| GENESIS | US | 75139703 7/25/1996 | 2257488 6/29/1999 | Utex Industries, Inc. |
| LIBERATOR | US | 74032999 2/27/1990 | 1656602 9/10/1991 | Utex Industries, Inc. |
| SMOOTHHAMMER | US | 74450498 10/25/1993 | 1932090 10/31/1995 | DuraQuest, Inc. |
| SMOOTHDRILL | US | 73836540 11/6/1989 | 1616426 10/9/1990 | DuraQuest, Inc. |

| Mark | Country | App. No. / Filing Date | Reg. No. / Reg. Date | Owner |
|-------------|-----------|----------------------------|-------------------------|-----------------------|
| SMOOTHDRIVE | US | 78751406 11/10/2005 | 3401764 3/25/2008 | DuraQuest, Inc. |
| SUPER GOLD | Canada | 0849855 7/4/1997 | TMA534263 10/10/2000 | Utex Industries, Inc. |
| SUPER GOLD | US | 75221739 1/6/1997 | 2202027 11/3/1998 | Utex Industries, Inc. |
| SUPERTEX | US | 77038820 11/7/2006 | 3576696 2/17/2009 | Utex Industries, Inc. |
| TEXLOK | US | 73667532 6/22/1987 | 1499566 8/9/1988 | Utex Industries, Inc. |
| U PAK | CTM | 194498 4/1/1996 | 194498 12/17/1998 | Utex Industries, Inc. |
| UNILITE | US | 74292387 7/7/1992 | 1795610 9/28/1993 | Utex Industries, Inc. |
| U-PAK | Australia | 704259 3/11/1996 | 704259 3/11/1996 | Utex Industries, Inc. |
| U-PAK | Canada | 0796216 10/31/1995 | TMA488939 2/2/1998 | Utex Industries, Inc. |
| U-PAK | Indonesia | D 002006001685 4/1/1996 | 377410/ 8/4/1997 | Utex Industries, Inc. |
| U-PAK | Mexico | 257341 3/18/1996 | 626486 9/30/1999 | Utex Industries, Inc. |
| U-PAK | US | 74667855 5/1/1995 | 2031037 1/14/1997 | Utex Industries, Inc. |
| URON | US | 71612425 4/9/1951 | 0563597 9/2/1952 | Utex Industries, Inc. |
| UTEX | Canada | 0852824 8/6/1997 | TMA505004 12/3/1998 | Utex Industries, Inc. |
| UTEX | CTM | 662411 10/28/1997 | 662411 11/5/1999 | Utex Industries, Inc. |
| UTEX | Mexico | 306467 9/2/1997 | 567534 12/18/1997 | Utex Industries, Inc. |
| UTEX | Mexico | 306468 9/2/1997 | 560576 9/30/1997 | Utex Industries, Inc. |

| Mark | Country | App. No. / Filing Date | Reg. No. / Reg. Date | Owner |
|-------|---------|------------------------|-----------------------|-----------------------|
| U-PAK | Morocco | 59734 5/28/1996 | 59734/ 6-5-1996 | Utex Industries, Inc. |
| UTEX | Tangier | 11.221 6/27/1996 | 11.221 / 7-11-1997 | Utex Industries, Inc. |
| UTEX | Tunisia | EE960461 4/17/1996 | (pending) | Utex Industries, Inc. |
| UTEX | US | 72422014 4/20/1972 | 0966073 8/14/1973 | Utex Industries, Inc. |
| UTEX | US | 72459753 6/21/1973 | 1033371 2/10/1976 | Utex Industries, Inc. |
| UTEX | US | 75326862 7/18/1997 | 2197741 10/20/1998 | Utex Industries, Inc. |

Pending Trademark Applications

| Mark | Country | App. No. / Filing Date | Reg. No. / Reg. Date | Owner |
|-------------|---------|--------------------------|----------------------|-----------------------|
| BLACK MAMBA | US | 85/782,560 11/19/2012 | | Utex Industries, Inc. |
| XLH | US | 85/782,555 11/19/2012 | | Utex Industries, Inc. |

Trademarks recorded under Reel/Frame 6942/0510

[Attached.]

Exhibit A

United States Trademarks

Trademarks

| Mark | Country | App. No. / Filing Date | Reg. No. / Reg. Date | Owner |
|-----------------|---------|---------------------------|-------------------------|-----------------------|
| CHEMTEX | US | 76037730 5/1/2000 | 2732581 7/1/2003 | Utex Industries, Inc. |
| LIBERATOR | US | 74032999 2/27/1990 | 1656602 9/10/1991 | Utex Industries, Inc. |
| SMOOTHAMMER | US | 74450498 10/25/1993 | 1932090 10/31/1995 | Utex Industries, Inc. |
| SMOOTHDRILL | US | 73836540 11/6/1989 | 1616426 10/9/1990 | Utex Industries, Inc. |
| SMOOTHDRIVE | US | 78751406 11/10/2005 | 3401764 3/25/2008 | Utex Industries, Inc. |
| SUPER GOLD | US | 75221739 1/6/1997 | 2202027 11/3/1998 | Utex Industries, Inc. |
| SUPERTEX | US | 77038820 11/7/2006 | 3576696 2/17/2009 | Utex Industries, Inc. |
| TEXLOK | US | 73667532 6/22/1987 | 1499566 8/9/1988 | Utex Industries, Inc. |
| U-PAK | US | 74667855 5/1/1995 | 2031037 1/14/1997 | Utex Industries, Inc. |
| UTEX | US | 72422014 4/20/1972 | 0966073 8/14/1973 | Utex Industries, Inc. |
| UTEX | US | 75326862 7/18/1997 | 2197741 10/20/1998 | Utex Industries, Inc. |
| BLACK MAMBA | US | 85782560 11/19/2012 | 4602111 9/9/2014 | Utex Industries, Inc. |
| XLH | US | 85782555 11/19/2012 | 4515654 4/15/2014 | Utex Industries, Inc. |
| CORE-X | US | 87429531 4/28/2017 | 5363567 12/26/2017 | Utex Industries, Inc. |
| ACCUSEAL | US | 86967667 4/7/2016 | 5099333 12/13/2016 | Utex Industries, Inc. |
| AMERIFRAC-NITRO | US | 86967755 4/7/2016 | 5077936 11/8/2016 | Utex Industries, Inc. |