ETAS ID: TM615472

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as administrative agent		12/18/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Inframark, LLC
Street Address:	220 Gibraltar Road, Suite 200
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5997500	INFRAMARK
Registration Number:	5997501	INFRAMARK

CORRESPONDENCE DATA

6172359493 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: 212-596-9287

Email: nicole.mollica@ropesgray.com **Correspondent Name:** Nicole Mollica, Ropes & Gray LLP Address Line 1: 1211 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	112613-0723
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	12/18/2020

Total Attachments: 4

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> **TRADEMARK** REEL: 007139 FRAME: 0594

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TERMINATION AND RELEASE OF

SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), dated as of December 18, 2020, is made by JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), under that certain Trademark Security Agreement, dated as of April 23, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between Inframark, LLC, a Texas limited liability company (the "Grantor"), and the Administrative Agent.

WITNESSETH:

WHEREAS, reference is hereby made to that certain Credit Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Water Holdings Acquisition, LLC, a Delaware limited liability company, the Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Pledge and Security Agreement, dated as of June 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a security interest in all its right, title and interest in certain intellectual property, including the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 23, 2020 at Reel 6921, Frame 0673; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Release and Termination of Security Interest. The Administrative Agent, on behalf of the Lenders, hereby terminates, cancels, extinguishes, discharges and releases in its entirety, for the benefit of the Grantor all liens and security interests created under the Security Agreement and the Trademark Security Agreement in the Trademark Collateral (as defined in the Trademark Security Agreement) (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by the Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Release has been executed and delivered by the

Administrative Agent for the purpose of authorizing and requesting that the Register of Trademarks and Patents of the United States of America or its delegate record this Release against the Trademark Collateral. The security interest granted under the Trademark Security Agreement and hereby released and terminated was granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Miscellaneous</u>. This Release shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. This Release may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Release by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof, to the extent and as provided for in any applicable law, including the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

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NAI-1515118291v2

JPMORGAN CHASE BANK, N.A., as Administrative Agent

Name: Kiefer Hotek

Title: Authorized Officer

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Registration Number	Jurisdiction	Grantor
INFRAMARK	5997500	U.S.	Inframark, LLC
⊚INFRAMARK	5997501	U.S.	Inframark, LLC

NAI-1515118291v2

RECORDED: 12/18/2020