

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625243

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graycliff Mezzanine III LP		02/03/2021	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	J.G.B. Enterprises, Inc.
Street Address:	115 Metropolitan Park Drive
City:	Liverpool
State/Country:	NEW YORK
Postal Code:	13088
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	86914762	EAGLEWASH
Serial Number:	86852774	EAGLEFLEX
Registration Number:	2647393	JGB
Registration Number:	4167817	THE PERFECT GARDEN HOSE
Registration Number:	5012938	THUNDERBOLT
Registration Number:	5012937	THUNDERBLAST
Registration Number:	5253695	J-FLEX
Registration Number:	5013005	E-Z KOTE
Registration Number:	5007994	EAGLEFLO
Registration Number:	5012586	EAGLECRETE
Registration Number:	5012953	EAGLECHEM
Registration Number:	5012581	EAGLE TANK
Registration Number:	5220843	EAGLE OILFLEX
Registration Number:	5007912	EAGLE MINE
Registration Number:	5007895	EAGLE MILL
Registration Number:	5007861	EAGLE HOT AIR
Registration Number:	5007859	EAGLE FLO
Registration Number:	5012533	EAGLE BULK
Registration Number:	5012531	EAGLE AIR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5007846	AVALANCHE
Registration Number:	5007988	EAGLE PUMP
Registration Number:	5131652	EAGLE OS&D
Registration Number:	5131728	EAGLE OILVAC
Registration Number:	5007910	EAGLE NITRILE
Registration Number:	5131724	EAGLE COMPOSITE
Registration Number:	5131723	EAGLE ARCTIC

CORRESPONDENCE DATA

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: 16024458214

Email: gtipmail@gtlaw.com

Correspondent Name: Karl A. Freeburg

Address Line 1: 2375 E. CAMELBACK RD. STE. 700

Address Line 4: PHOENIX, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	183400020000
NAME OF SUBMITTER:	Karl A. Freeburg
SIGNATURE:	/Karl A. Freeburg/
DATE SIGNED:	02/08/2021

Total Attachments: 5

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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this “Termination”) is granted as of February 3, 2021 by GRAYCLIFF MEZZANINE III LP, a Delaware limited partnership, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) in favor of J.G.B. Enterprises, Inc., a New York corporation (the “Grantor”).

WHEREAS, the Agent extended certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Credit Agreement entered into as of December 13, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as a condition of the Agent making the advances to the Grantor as set forth in the Credit Agreement, the Grantor granted the Agent a security interest in certain Trademark Collateral (as defined below) by way of a Trademark Security Agreement dated as of December 13, 2018;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (“PTO”) on December 14, 2018, at Reel 6501, Frame 0256, against certain trademarks identified on Exhibit A hereto;

WHEREAS, the Borrower has satisfied all of the obligations under the Credit Agreement and has requested that the Agent terminate and release its security interest in and liens on the Trademark Collateral as herein provided.

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

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.

(b) The term “Trademark Collateral”, as used herein, shall mean

(i) the trademark registrations and applications set forth on the schedule to the Trademark Agreement and Exhibit A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(2) Release of Security Interest in Collateral. The Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral.

(3) Reassignment. The Agent hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral.


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IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

GRAYCLIFF MEZZANINE III LP,
a Delaware limited partnership, as Agent

By: Graycliff Mezzanine III GP LP,
its general partner

By: Graycliff Mezzanine III GP
Partners LLC, its general partner

By: 
Name: Steven J. Schaefer
Title: Chief Financial Officer

J.G.B. ENTERPRISES, INC.

By: RR
Name: Brendon Biddle
Title: Vice President, Secretary, and Treasurer

Exhibit A

TRADEMARKS

Mark	Reg. No.	Reg. Date
EAGLE ARTIC	5,131,723	January 31, 2017
EAGLE COMPOSITE	5,131,724	January 31, 2017
EAGLE NITRILE	5,007,910	July 26, 2016
EAGLE OILVAC	5,131,728	January 31, 2017
EAGLE OS&D	5,131,652	January 31, 2017
EAGLE PUMP	5,007,988	July 26, 2016
AVALANCHE	5,007,846	July 26, 2016
EAGLE AIR	5,012,531	August 2, 2016
EAGLE BULK	5,012,533	August 2, 2016
EAGLE FLO	5,007,859	July 26, 2016
EAGLE HOT AIR	5,007,861	July 26, 2016
EAGLE MILL	5,007,895	July 26, 2016
EAGLE MINE	5,007,912	July 26, 2016
EAGLE OILFLEX	5,220,843	June 13, 2017
EAGLE TANK	5,012,581	August 2, 2016
EAGLECHEM	5,012,953	August 2, 2016
EAGLECRETE	5,012,586	August 2, 2016
EAGLEFLO	5,007,994	July 26, 2016
E-Z KOTE	5,013,005	August 2, 2016
J-FLEX	5,253,695	August 1, 2017
THUNDERBLAST	5,012,937	August 2, 2016
THUNDERBOLT	5,012,938	August 2, 2016
THE PERFECT GARDEN HOSE	4,167,817	July 3, 2012
JGB	2,647,393	November 5, 2002

Applications

Application	Ser. No.	Application Date
EAGLEWASH	86/914,762	February 22, 2016
EAGLEFLEX	86/852,774	December 15, 2015