

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		07/19/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	US Salt, LLC		
Street Address:	10955 Lowell Avenue, Suite 500		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1375352	RESINGARD	
Registration Number:	3872205	TNA-5	
Registration Number:	0901665	TX-10	
Registration Number:	2360246	RED CROSS	
Registration Number:	2383320		
Registration Number:	1283540	SALT SENSE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/19/2021		

OP \$165.00 1375352

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

- Individual(s)
- Partnership
- Corporation- State: NY
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 19, 2021

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: US Salt, LLC

Street Address: 10955 Lowell Avenue, Suite 500

City: Overland Park

State: KS

Country: USA Zip: 66210

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 19, 2021
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 19, 2021 (the “Effective Date”), is made by MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent (the “Collateral Agent”), in favor of US SALT, LLC (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of March 16, 2020, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of March 16, 2020 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 16, 2020 at Reel/Frame 6892/0572;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks of the Grantor that are pledged under the Trademark Security Agreement, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement (the “Released Trademarks”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademarks of the Grantor under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Partial Termination of Trademark Security Agreement. This Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Collateral Agent hereby, without representation or warranty of any kind, terminates the Trademark Security Agreement only with respect to the Released Trademarks and the Grantor. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all Collateral other than the Released Trademarks (the “Retained Collateral”), and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

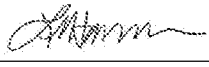
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments),

reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**MORGAN STANLEY SENIOR FUNDING,
INC.,** as Collateral Agent


By:  _____

Name: Lisa Hanson

Title: Authorized Signatory

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
RESINGARD	1375352	US Salt, LLC
TNA-5	3872205	US Salt, LLC
TX-10	0901665	US Salt, LLC
RED CROSS	2360246	US Salt, LLC
	2383320	US Salt, LLC
SALT SENSE	1283540	US Salt, LLC
SALT SENSE	TMA300603 ¹	US Salt, LLC
RESINGARD	TMA319979 ²	US Salt, LLC

¹ Registered in Canada

² Registered in Canada