

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		08/17/2021	New York Branch of a Bank Organized and Existing Under the Laws of Germany: GERMANY
RECEIVING PARTY DATA			
Name:	Leslie Controls, Inc.		
Street Address:	12501 Telecom Drive		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33637		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4217185	CONSTANTEMP	
Registration Number:	3914845	ECONOSTEAM	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	08/18/2021		
Total Attachments: 5			
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Release of Security Interest in Certain Trademarks

This **Release of Security Interest in Certain Trademarks** (the “Trademark Release”), dated as of August 17, 2021 (the “Effective Date”), is made by DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) and the grantor listed on the signature page hereto (the “Grantor”). Collateral Agent and the Grantor are sometimes referred herein as each a “Party” and, collectively, the “Parties.”

WHEREAS, pursuant to that certain Security Agreement, dated as of December 11, 2017, by and among the collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Agent, a security interest in and to certain Trademarks, including those trademarks set forth in Schedule A, hereto, including all renewals and extensions in connection therewith, collectively, the “Released Collateral.”

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 11, 2017 (the “Trademark Security Agreement”), for a 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 December 11, 2017 at Reel 6225, Frame 0024;

WHEREAS, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in the Released Collateral.

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

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement or the Trademark Security Agreement, and used herein, have the meaning given to them in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby, without representation or warranty, terminates, releases, and discharges all of its security interest in all of the Grantor’s present and future right, title and interest in and to the Released Collateral, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title, or interest in and to the Released Collateral under the Trademark Security Agreement, the Collateral Agent, hereby, without representation or warranty, re-transfers, re-conveys, and re-assigns such right, title, or interest to the Grantor. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. 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 such other collateral, and the Collateral Agent’s security interest,

liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

3. Further Assurances. Collateral Agent hereby authorizes the Grantor to record this Trademark Release with the USPTO. Collateral Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor's sole expense and as may be reasonably requested by the Grantor, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

4. Counterparts. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Release electronically (e.g., a ".pdf", "tiff" or DocuSign) or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Trademark Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. As used herein, the term "Electronic Signature" shall mean an electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

5. Successors and Assigns. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Severability. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.

7. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

LESLIE CONTROLS, INC.


By: 

Name: Jessica W. Wenzell

Title: Vice President and Secretary

COLLATERAL AGENT:

DEUTSCHE BANK AG NEW YORK BRANCH

By: 
Name: Michael Strobel
Title: Vice President
michael.p.strobel@db.com
212-250-0939

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

SCHEDULE A

Trademarks:

Trademark	Jurisdiction	Status	App. No	App. Date	Reg. No	Reg. Date
CONSTANTEMP	United States	Registered	85535873	Feb 7, 2012	4217185	Oct 2, 2012
ECONOSTEAM	United States	Registered	77714985	Apr 16, 2009	3914845	Feb 1, 2011