# CH \$65.00 254481

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM683971

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 4724/0825

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		10/26/2021	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Federal Resources Supply Company
Street Address:	235-G Log Canoe Circle
City:	Stevensville
State/Country:	MARYLAND
Postal Code:	21666
Entity Type:	Corporation: MARYLAND

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2544819	FEDERAL RESOURCES
Registration Number:	4076407	FR

#### **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

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:** 212-969-3000

**Email:** ypan@proskauer.com

Correspondent Name: Ke Yang Xia

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	34089-033
NAME OF SUBMITTER:	Ke Yang Xia
SIGNATURE:	/Ke Yang Xia/
DATE SIGNED:	10/27/2021

#### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST AND LIEN IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST AND LIEN IN INTELLECTUAL PROPERTY (this "Release"), is dated as of October 26, 2021, and made by PNC Bank, National Association in its capacity as agent ("Agent") under that certain Revolving Credit and Security Agreement dated as of February 17, 2012, that certain Security Agreement dated as of February 17, 2012 (together with all Riders to Security Agreements, Trademark Assignments and Patent Assignments thereto) and that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of June 25, 2015 (collectively, the "Credit and Security Agreements") and the below-defined Grants of Security Interest, in favor of Federal Resources Supply Company, a Delaware corporation (the "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit and Security Agreements or Grants of Security Interest, as applicable.

WHEREAS, pursuant to the Credit and Security Agreements and that certain (i) Notice of Grant of Security Interest in Trademarks dated on or about February 17, 2012 by FRSC in favor of Agent (the "Original Grant of Security Interest"), (ii) Notice of Grant of Security Interest in Trademarks dated on or about February 17, 2012 by FRSC in favor of Agent (the "Second Grant of Security Interest"), and (iii) Notice of Grant of Security Interest in Patents dated on or about February 17, 2012 by FRSC in favor of Agent (the "Third Grant of Security Interest", and together with the Original Grant of Security Agreement and Second Grant of Security Interest, collectively the "Grants of Security Interest"), a security interest was granted by Grantor to Agent, in certain General Intangibles, including the patents, patent applications, trademarks, trademark applications, service marks, and goodwill in the foregoing listed in Schedule A (collectively, the "IP Collateral");

WHEREAS, the Original Grant of Security Interest was recorded in the Trademark Division of the United States Patent and Trademark Office (the "<u>USPTO</u>") on February 27, 2012, at Reel 004724 and Frame 0825:

WHEREAS, the Second Grant of Security Interest was recorded in the Trademark Division of the USPTO on January 29, 2013, at Reel 004950 and Frame 0828;

WHEREAS, the Third Grant of Security Interest was recorded in the Patent Division of the USPTO on January 29, 2013, at Reel 029711 and Frame 0352; and

WHEREAS, Agent acknowledges full performance of the Obligations and accordingly has agreed to terminate, relinquish, discharge and release its security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Agent hereby states as follows:

1. Release of Security Interest. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates, releases and discharges its continuing security interest in and Lien on the IP Collateral, including the IP Collateral listed in Schedule A. Agent acknowledges that this Release may be filed with the USPTO, the United States Copyright Office, and/or any other governmental office to evidence the termination and release granted by this Release.

2. <u>Further Assurances</u>. Agent shall, at Grantor's sole cost and expense, and without representation or warranty, take all further actions and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by their duly authorized officers as of the date first written above.

> PNC BANK, NATIONAL ASSOCIATION ("Agent")

Name: William Molyneaux

Title: Vice President

Signature Page to Termination and Release of Security Interest and Lien in Intellectual Property

# Schedule A

## **U.S.** Trademarks

Mark	Registration Number	Registration Date
FEDERAL RESOURCES	2544819	03/05/02
FR and Design	4076407	12/27/12
BELOW THE LINE	3725245	12/15/09
ABOVE THE LINE	3725244	12/15/09

## U.S. Patents

Title	Registration Number	Registration Date
HAZERDOUS MATERIAL RESPONSE	8360781	01/29/2013
SYSTEM, METHOD OF USING SAME AND		
METHOD OF TRAINING FOR SAME		

**RECORDED: 10/27/2021**