

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keybank National Association		11/04/2021	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Name:	New Wave Industries, Ltd.		
Street Address:	3330Cumberland Blvd.		
Internal Address:	Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5035124	PURCLEAN PURWATER	
Registration Number:	5035083	PURCLEAN SPOT·FREE RINSE SYSTEMS	
Registration Number:	5053099	NEWWAVE INDUSTRIES	
Registration Number:	5035115	AQUALINK CONSERVATION THROUGH INNOVATION	
Registration Number:	5012113	PURWATER WATER RECOVERY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Zachary Ness c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	2778-8		
NAME OF SUBMITTER:	Zachary Ness		
SIGNATURE:	/Zachary Ness/		
DATE SIGNED:	11/05/2021		

CH \$140.00 5035124

Total Attachments: 3

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**PARTIAL TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **PARTIAL TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Partial Release"), dated as of November 4, 2021 is made by **KEYBANK NATIONAL ASSOCIATION**, as administrative agent and collateral agent (the "Administrative Agent") under the Security Agreement referred to below in favor of **NEW WAVE INDUSTRIES, LTD.** (the "Assignee") (terms used in this Partial Release and not herein defined shall have the meanings set forth in the Security Agreement).

WHEREAS, the Assignee, the other grantors party thereto and the Administrative Agent entered into that certain First Lien Security Agreement, dated as of August 11, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, the Assignee executed and delivered that certain First Lien Trademark Security Agreement, dated as of August 11, 2017 (the "Trademark Security Agreement"), which was recorded at the United States Patent and Trademark Office on August 18, 2017 at Reel/Frame 6133/0457;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Assignee pledged and granted to the Administrative Agent a security interest ("Security Interest") in the Trademark Collateral (as defined in the Trademark Security Agreement) then owned or thereafter acquired by the Assignee or in which the Assignee then had or at any time thereafter acquired any right, title, or interest, including but not limited to the trademark registrations set forth on Schedule A (collectively, the "Released Collateral");

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on that certain officer's certificate certifying that the sale of the Assignees is permitted under Section 7.05(j) of the Credit Agreement, the Administrative Agent hereby releases, terminates, cancels and discharges, without representation, recourse or warranty whatsoever, express or implied, the Security Interest in and to the Released Collateral and terminates the Trademark Security Agreement solely with respect to the Release Collateral.

The Administrative Agent agrees, at the Assignee's expense, to cooperate with the Assignee, to take all further actions and to provide the Assignee with the information and additional authorization, in each case, as reasonably required to effect the purpose of this Partial Release. The Administrative Agent hereby authorizes the Assignee, or any successor to the Assignee (including any person or entity hereafter holding any right, title or interest in or to the Released Collateral), or its authorized representative, to file and record this Partial Release with the United States Patent and Trademark Office and any other offices as may be necessary to carry out the intention of this Partial Release.

Topco Borrower hereby agrees to pay all documented out-of-pocket fees and expenses reasonably incurred by the Administrative Agent in connection with or in any way arising out of this Partial Release and the transactions contemplated hereby and confirms that the indemnification provisions in favor of the Administrative Agent set forth in Section 10.05 of the Credit Agreement and Section 6.03 of the Security Agreement shall apply to this Partial Release as though incorporated herein, mutatis mutandis.

This Partial Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has executed this Partial Release as of the date first above written.

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Ryan Stilphen
Title: Director

Schedule A

REEL/FRAME 6133/0457

Application No.	Reg. No.	Trademark	Record Owner
86839180	5035124	PURCLEAN PURWATER	New Wave Industries, Ltd.
86834035	5035083	PURCLEAN SPOT FREE RINSE SYSTEMS	New Wave Industries, Ltd.
86835106	5053099	NEWWAVE INDUSTRIES	New Wave Industries, Ltd.
86837787	5035115	AQUALINK CONSERVATION THROUGH INNOVATION NEWWAVE INDUSTRIES PURWATER	New Wave Industries, Ltd.
86835505	5012113	PURWATER WATER RECOVERY SYSTEMS	New Wave Industries, Ltd.