

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Reel/Frame: 054054/0396		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KKR Loan Administration Services LLC		12/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FloWorks International LLC		
Street Address:	3750 Hwy 225		
City:	Pasadena		
State/Country:	TEXAS		
Postal Code:	77503		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Sunbelt Supply LP		
Street Address:	3750 Hwy 225		
City:	Pasadena		
State/Country:	TEXAS		
Postal Code:	77503		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5096406	FLOWORKS	
Registration Number:	5217271	FW FLOWORKS	
Registration Number:	5817804	FW	
Registration Number:	5321496	M I	
Registration Number:	4758987	MAJOR INC.	
Registration Number:	5918546	NATIONAL VV VALVE	
Registration Number:	5871875	NATIONAL VALVE	
Registration Number:	2095142	SOUTHWEST STAINLESS & ALLOY	
Registration Number:	5216640	SS&A	
Registration Number:	5095576	SUNBELT SUPPLY	
Registration Number:	5095575	SUNBELT SUPPLY CO. SINCE 1978	
CORRESPONDENCE DATA			

CH \$290.00 5096406

Fax Number: 3128622200

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: 3128623210

Email: joe.phu@kirkland.com

Correspondent Name: Joe Phu, Paralegal

Address Line 1: 300 North LaSalle

Address Line 2: KIRKLAND & ELLIS LLP

Address Line 4: Chicago, UNITED STATES 60654

ATTORNEY DOCKET NUMBER:	16855-4
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NAME OF SUBMITTER:	Joe Phu
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SIGNATURE:	/Joe Phu/
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DATE SIGNED:	12/28/2021
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Total Attachments: 6

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of December 27, 2021 (this “Release”), is made by KKR LOAN ADMINISTRATION SERVICES LLC, a Delaware limited liability company, acting in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) under that certain Trademark Security Agreement, dated as of October 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and among FLOWORKS INTERNATIONAL LLC, a Delaware limited liability company and SUNBELT SUPPLY LP, a Delaware limited partnership (each a “Grantor” and collectively, the “Grantors”) and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Trademark Security Agreement (defined below), as applicable.

WHEREAS, pursuant to Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on October 15, 2020 at reel 007077, frame 0682, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a Security Interest in, all of such Grantor’s right, title and interest in and to its owned or thereafter acquired or arising Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, the Secured Obligations secured by the Trademark Collateral have been repaid except as set forth in the Payoff Letter (as defined below); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of December 27, 2021 by and among the Grantors, the other signatories party thereto and the Collateral Agent (the “Payoff Letter”), the Grantors have requested that the Collateral Agent, and the Collateral Agent has agreed to, among other things, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement, (b) the reassignment to the Grantors of any and all right, title and interest that the Collateral Agent and the Secured Parties may have in the Trademark Collateral, and (c) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for itself and for the benefit of and on behalf of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Security Interest created under Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish, in its entirety, for the benefit of the Grantors, and their successors and assigns, its Security Interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the Security Interest granted to the Collateral Agent in the Trademark Collateral, and (d) reassigns, grants and conveys to the Grantors any and all such right, title and interest that it may have in the applicable Trademark Collateral of the Grantors (including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto). The Collateral Agent agrees, or authorizes the

Grantors (or their designees) on its and the Secured Parties' behalf, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantors or as otherwise reasonably necessary to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral, and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of Collateral Agent's rights under the Trademark Security Agreement, with respect to the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

COLLATERAL AGENT:

KKR LOAN ADMINISTRATION SERVICES LLC


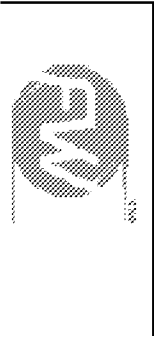

By: John Knox


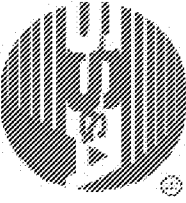
Name: John Knox

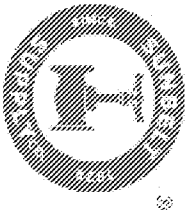
Title: CFO

U.S. TRADEMARK REGISTRATIONS / APPLICATIONS

SCHEDULE I

Trademark	Loan Party	Country	Application Number	Application Date	Registration Number	Registration Date
Flowers	Flowers International LLC	United States	86-658,956	06/11/2015	5,096,406	12/06/2016
Flowers and Design 	Flowers International LLC	United States	87-208,279	10/19/2016	5,217,271	06/06/2017
Flowers Logo Design 	Flowers International LLC	United States	88-032,915	7/11/2018	5,817,804	7/30/2019
MAJOR Logo Design 	Sunbelt Supply LP	United States	87-331,157	02/10/2017	5,321,496	10/31/2017

Trade mark	Loan Party	Country	Application Number	Application Date	Registration Number	Registration Date
MAJOR INCORPORATED amended to MAJOR INC.	Sunbelt Supply LP	United States	86-376,999	08/26/2014	4,758,987	06/23/2015
NATIONAL VALVE NV DESIGN 	Floworks International LLC	United States	88-308,057	2/20/2019	5,918,546	11/26/2019
NATIONAL VALVE (WORDS ONLY)	Floworks International LLC	United States	88-288,968	2/05/2019	5,871,875	10/01/2019
SOUTHWEST STAINLESS amended to SOUTHWEST STAINLESS & ALLOY	Sunbelt Supply LP	United States	75-171,986	09/25/1996	2,095,142	09/09/1997 11/04/2016 (amendment date)
SSA & Design 	Sunbelt Supply LP	United States	87-068,952	06/13/2016	5,216,640	06/06/2017
SUNBELT SUPPLY	Sunbelt Supply LP	United States	87-046,474	05/23/2016	5,095,576	12/06/2016

Trade mark	SUNBELT SUPPLY & Design	Loan Party	Sunbelt Supply LP	Country	United States	Application Number	87-046,472	Application Date	05/23/2016	Registration Number	5,095,575	Registration Date	12/06/2016
													

TRADEMARK

REEL: 007543 FRAME: 0216

RECORDED: 12/28/2021