

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BYLINE BANK, as Agent		12/30/2021	Banking Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	E.R. PLUMBING SERVICES, LLC		
Street Address:	11345 Allen Station Dr.		
City:	Mint Hill		
State/Country:	NORTH CAROLINA		
Postal Code:	28227		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2911546		
Registration Number:	4745326	E.R. SERVICES	
Serial Number:	90196477	E.R. SERVICES	
Serial Number:	90168658	E.R. SERVICES	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	036760.000319		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	12/30/2021		

OP \$115.00 2911546

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of December 30, 2021, is made by BYLINE BANK, an Illinois banking corporation, as the administrative agent and collateral agent for the Lenders (“Agent”), under that certain Trademark Security Agreement, dated as of May 28, 2021, by **E.R. PLUMBING SERVICES, LLC**, a Delaware limited liability company (the “Grantor”), in favor of Agent (as amended, supplemented or modified and in effect from time to time, collectively, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement, the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement dated as of October 27, 2020 by and among Grantor, Agent, and others party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the “Security Agreement”) and the IP Security Agreement, Grantor pledged and collaterally assigned to the Agent, and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in and to all of its rights in and to all of its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “Trademark Collateral”), whether then existing or thereafter arising or acquired; and

WHEREAS, an executed copy of the IP Security Agreement was recorded with the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on June 29, 2021 at Reel 7339, Frame 0575; and

WHEREAS, Agent has agreed to terminate release and discharge its continuing security interest in all of such Trademark Collateral, including, without limitation, the Trademark Collateral identified on Exhibit A attached hereto, being the same Trademark Collateral set forth on Exhibit A to the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, irrevocably and unconditionally (a) terminate and cancel the continuing security interest in and to created under the Security Agreement and IP Security Agreement in the Trademark Collateral, (b) release its continuing security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in the continuing security interest granted to Agent in the Trademark Collateral; in each case, the Trademark Collateral shall include, without limitation, the Trademarks set forth on Exhibit A.

Agent agrees to take all further commercially reasonable actions, and provide to the Grantor and its successors, assigns and legal representatives all such commercially reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all

further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

BYLINE BANK, as Agent

By: *Sunay Salievski*
Name: Sunay Salievski
Title: Vice President

EXHIBIT A

Registered Trademarks

Trademark	Current Owner	Type	Filing Date	Serial No.	Registration No.	Goods and Services	Registration Date	Status
	E.R. Plumbing Services, LLC	Service Mark	6/27/03	76527804	2911546	37 – Plumbing Services	12/14/04	Registered
“E.R. Services”	E.R. Plumbing Services, LLC	Service Mark	01/29/14	86178432	4745326	37 – Plumbing Services; Installation and repair of heating equipment; Restoration services, namely, water and sewer cleanup	05/26/15	Registered

Trademark Applications

Applicant	Trademark	Filing Date	Serial No.	Goods and Services
E.R. PLUMBING SERVICES, LLC	“E.R. Services”	09/21/20	90196477	37 – Plumbing Services
E.R. PLUMBING SERVICES, LLC	“E.R. Services”	09/09/20	90168658	37 - Installation and repair of heating equipment; restoration services, namely, water and sewer cleanup