

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738351

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| JPMORGAN CHASE BANK, N.A., as Administrative Agent | | 07/01/2022 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------------|
| Name: | ELKAY MANUFACTURING COMPANY |
| Street Address: | 2222 Camden Court |
| City: | Oak Brook |
| State/Country: | ILLINOIS |
| Postal Code: | 60523 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 64

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 6273969 | DART CANYON |
| Registration Number: | 6201211 | EZH2O LIV |
| Registration Number: | 6295834 | CIRCUIT CHEF |
| Registration Number: | 5921942 | ELKAY EZH2O |
| Registration Number: | 5921943 | ELKAY EZH2O |
| Registration Number: | 5561191 | LUSTERTONE |
| Registration Number: | 5908937 | LUSTERTONE ICONIX |
| Registration Number: | 5412905 | RENÉ BY ELKAY |
| Registration Number: | 5295754 | IPT SINK COMPANY |
| Registration Number: | 5284984 | MAGNUS |
| Registration Number: | 5426044 | SOLEIL |
| Registration Number: | 5280783 | CROSSTOWN |
| Registration Number: | 5252793 | QUARTZ LUXE |
| Registration Number: | 5252794 | QUARTZ CLASSIC |
| Registration Number: | 5150827 | R RENÉ |
| Registration Number: | 5150828 | SIR FAUCET |
| Registration Number: | 5248975 | M R SIR |
| Registration Number: | 4966064 | ELKAY SINKMATE |

CH \$1615.00 6273969

| Property Type | Number | Word Mark |
|-----------------------------|---------------|--|
| Registration Number: | 4904049 | SINKMATE |
| Registration Number: | 4847867 | SMARTWELL |
| Registration Number: | 4886574 | POLARIS SINKS |
| Registration Number: | 4886575 | AURORA |
| Registration Number: | 4737876 | HOME REALITY |
| Registration Number: | 5181960 | AURORA |
| Registration Number: | 5181961 | RENE |
| Registration Number: | 4659651 | SIR FAUCET |
| Registration Number: | 4742200 | POLARIS SINKS |
| Registration Number: | 4742189 | SOLERA SINKS |
| Registration Number: | 4659216 | MR DIRECT |
| Registration Number: | 4317247 | |
| Registration Number: | 4123271 | PERFECT DRAIN |
| Registration Number: | 3839208 | AVADO |
| Registration Number: | 3851470 | THE MYSTIC |
| Registration Number: | 3823132 | EZH2O |
| Registration Number: | 3839149 | HYDROBOOST |
| Registration Number: | 3548312 | ELKAY, DISCOVER THE PROFESSIONAL'S CHOIC |
| Registration Number: | 3264466 | ASANA |
| Registration Number: | 3538771 | NEPTUNE |
| Registration Number: | 3011463 | REVERE |
| Registration Number: | 2913932 | THE MYSTIC |
| Registration Number: | 2728056 | SLIMLINE |
| Registration Number: | 2710093 | QUICK-CLIP |
| Registration Number: | 2701704 | SOUND GUARD |
| Registration Number: | 2122133 | SOFT SIDES |
| Registration Number: | 1999718 | WATERSENTRY |
| Registration Number: | 1823674 | WATER SENTRY |
| Registration Number: | 1755152 | AQUA-CHILL |
| Registration Number: | 1769248 | ELKAY HANDS-FREE |
| Registration Number: | 1555667 | SWIRLFLO |
| Registration Number: | 1598440 | FLEXI-GUARD |
| Registration Number: | 1507988 | DAYTON |
| Registration Number: | 1483294 | KINGSFORD |
| Registration Number: | 1466289 | ELKAY |
| Registration Number: | 1226579 | HI-ARC |
| Registration Number: | 1325435 | NEPTUNE |
| Registration Number: | 1084496 | HALSEY TAYLOR |

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 1018692 | CELEBRITY |
| Registration Number: | 0917043 | WELDBILT |
| Registration Number: | 0725808 | RIGIDBILT |
| Registration Number: | 0714067 | ELKAY |
| Registration Number: | 0716339 | HALSEY TAYLOR |
| Registration Number: | 0685393 | ELKAY |
| Registration Number: | 0645017 | STURDIBILT |
| Registration Number: | 0622016 | LUSTERTONE |

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Linda A. Salera |
| SIGNATURE: | /Linda A. Salera/ |
| DATE SIGNED: | 07/01/2022 |

Total Attachments: 7

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination and Release"), dated as of July 1, 2022, is made by JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent") in favor of ELKAY MANUFACTURING COMPANY (the "Grantor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Pledge and Security Agreement (as defined below), the Credit Agreement (as defined in the Pledge and Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of December 16, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantor executed a Confirmatory Grant of Security Interest in United States Trademarks, dated as of December 16, 2021 (the "Trademark Security Agreement") in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office on December 17, 2021 at Reel 7534, Frame 0796, pursuant to which the Grantor granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in (1) all of the Grantor's right, title and interest in and to the Trademarks then owned or from time to time after the date thereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date thereof for infringement of the Trademarks (collectively, the "Trademark Collateral"), including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Administrative Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Administrative Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

2. The Administrative Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Administrative Agent, any and all of the Administrative Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Administrative Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Administrative Agent's security interest contemplated hereby.


4. The Administrative Agent authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office at the Grantor's expense.

5. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.

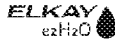


[signature page follows]




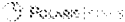


IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


JPMORGAN CHASE BANK, N.A., as
Administrative Agent


By: 
Name: Christopher L. Collins
Its: Vice President

SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

| No. | Mark | Country | App. No./ App. Date | Reg. No./ Reg. Date |
|-----|--|---------|-------------------------|------------------------|
| 1. | DART CANYON | US | 88739256 26-DEC-2019 | 6273969 16-FEB-2021 |
| 2. | EZH2O LIV | US | 88358419 27-MAR-2019 | 6201211 17-NOV-2020 |
| 3. | CIRCUIT CHEF | US | 88272374 23-JAN-2019 | 6295834 16-MAR-2021 |
| 4. | ELKAY EZH2O  | US | 88019417 28-JUN-2018 | 5921942 26-NOV-2019 |
| 5. | ELKAY EZH2O  | US | 88019423 28-JUN-2018 | 5921943 26-NOV-2019 |
| 6. | LUSTERTONE | US | 87845165 22-MAR-2018 | 5561191 11-SEP-2018 |
| 7. | LUSTERTONE ICONIX | US | 87788129 07-FEB-2018 | 5908937 12-NOV-2019 |
| 8. | RENE BY ELKAY | US | 87560006 08-AUG-2017 | 5412905 27-FEB-2018 |
| 9. | IPT SINK COMPANY | US | 87333206 13-FEB-2017 | 5295754 26-SEP-2017 |
| 10. | MAGNUS | US | 87333211 13-FEB-2017 | 5284984 12-SEP-2017 |
| 11. | SOLEIL | US | 87333217 13-FEB-2017 | 5426044 20-MAR-2018 |
| 12. | CROSSTOWN | US | 87330434 09-FEB-2017 | 5280783 05-SEP-2017 |
| 13. | QUARTZ LUXE | US | 87166480 09-SEP-2016 | 5252793 25-JUL-2017 |
| 14. | QUARTZ CLASSIC | US | 87166486 09-SEP-2016 | 5252794 25-JUL-2017 |
| 15. | R RENÉ  | US | 87111168 21-JUL-2016 | 5150827 28-FEB-2017 |
| 16. | SIR FAUCET | US | 87111174 21-JUL-2016 | 5150828 28-FEB-2017 |

| No. | Mark | Country | App. No./ App. Date | Reg. No./ Reg. Date |
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| |  | | | |
| 17. | MR SIR  | US | 87110749 20-JUL-2016 | 5248975 25-JUL-2017 |
| 18. | ELKAY SINKMATE  | US | 86578352 27-MAR-2015 | 4966064 24-MAY-2016 |
| 19. | SINKMATE | US | 86578406 27-MAR-2015 | 4904049 23-FEB-2016 |
| 20. | SMARTWELL | US | 86503547 14-JAN-2015 | 4847867 03-NOV-2015 |
| 21. | POLARIS SINKS  | US | 86333892 10-JUL-2014 | 4886574 12-JAN-2016 |
| 22. | AURORA  | US | 86333928 10-JUL-2014 | 4886575 12-JAN-2016 |
| 23. | HOME REALITY | US | 86291782 27-MAY-2014 | 4737876 19-MAY-2015 |
| 24. | AURORA | US | 86291784 27-MAY-2014 | 5181960 11-APR-2017 |
| 25. | RENE | US | 86291791 27-MAY-2014 | 5181961 11-APR-2017 |
| 26. | SIR FAUCET | US | 86291797 27-MAY-2014 | 4659651 23-DEC-2014 |
| 27. | POLARIS SINKS | US | 86283707 16-MAY-2014 | 4742200 26-MAY-2015 |
| 28. | SOLERA SINKS | US | 86281203 14-MAY-2014 | 4742189 26-MAY-2015 |
| 29. | MR DIRECT | US | 86275899 08-MAY-2014 | 4659216 23-DEC-2014 |
| 30. | Design Only  | US | 85755370 16-OCT-2012 | 4317247 09-APR-2013 |
| 31. | PERFECT DRAIN | US | 85375571 19-JUL-2011 | 4123271 03-APR-2012 |
| 32. | AVADO | US | 77838959 01-OCT-2009 | 3839208 24-AUG-2010 |
| 33. | THE MYSTIC | US | 77838969 01-OCT-2009 | 3851470 21-SEP-2010 |

| No. | Mark | Country | App. No./ App. Date | Reg. No./ Reg. Date |
|-----|---|---------|-------------------------|------------------------|
| 34. | EZH2O | US | 77818542 02-SEP-2009 | 3823132 20-JUL-2010 |
| 35. | HYDROBOOST | US | 77818568 02-SEP-2009 | 3839149 24-AUG-2010 |
| 36. | ELKAY, DISCOVER THE PROFESSIONAL'S CHOICE | US | 78849441 29-MAR-2006 | 3548312 16-DEC-2008 |
| 37. | ASANA | US | 78806344 03-FEB-2006 | 3264466 17-JUL-2007 |
| 38. | NEPTUNE | US | 78796474 21-JAN-2006 | 3538771 25-NOV-2008 |
| 39. | REVERE  | US | 78485299 17-SEP-2004 | 3011463 01-NOV-2005 |
| 40. | THE MYSTIC | US | 78279830 28-JUL-2003 | 2913932 21-DEC-2004 |
| 41. | SLIMLINE | US | 76368715 08-FEB-2002 | 2728056 17-JUN-2003 |
| 42. | QUICK-CLIP | US | 76368716 08-FEB-2002 | 2710093 22-APR-2003 |
| 43. | SOUND GUARD | US | 76109885 14-AUG-2000 | 2701704 01-APR-2003 |
| 44. | SOFT SIDES | US | 75007719 19-OCT-1995 | 2122133 16-DEC-1997 |
| 45. | WATERSENTRY | US | 74728768 13-SEP-1995 | 1999718 10-SEP-1996 |
| 46. | WATER SENTRY | US | 74324350 21-OCT-1992 | 1823674 22-FEB-1994 |
| 47. | AQUA-CHILL | US | 74283961 11-JUN-1992 | 1755152 02-MAR-1993 |
| 48. | ELKAY HANDS-FREE | US | 74229683 12-DEC-1991 | 1769248 04-MAY-1993 |
| 49. | SWIRLFLO | US | 73773807 09-JAN-1989 | 1555667 12-SEP-1989 |
| 50. | FLEXI-GUARD | US | 73767035 05-DEC-1988 | 1598440 29-MAY-1990 |
| 51. | DAYTON | US | 73680696 26-AUG-1987 | 1507988 11-OCT-1988 |
| 52. | KINGSFORD | US | 73680737 | 1483294 |

| No. | Mark | Country | App. No./ App. Date | Reg. No./ Reg. Date |
|-----|--|---------|-------------------------|------------------------|
| | | | 26-AUG-1987 | 05-APR-1988 |
| 53. | ELKAY | US | 73658518 01-MAY-1987 | 1466289 24-NOV-1987 |
| 54. | HI-ARC | US | 73348442 03-FEB-1982 | 1226579 08-FEB-1983 |
| 55. | NEPTUNE | US | 73224761 25-JUL-1979 | 1325435 19-MAR-1985 |
| 56. | HALSEY TAYLOR | US | 73126468 13-MAY-1977 | 1084496 07-FEB-1978 |
| 57. | CELEBRITY | US | 73007151 23-NOV-1973 | 1018692 26-AUG-1975 |
| 58. | WELDBILT | US | 72348516 14-JAN-1970 | 0917043 27-JUL-1971 |
| 59. | RIGIDBILT  | US | 72116490 27-MAR-1961 | 0725808 02-JAN-1962 |
| 60. | ELKAY | US | 72101766 01-AUG-1960 | 0714067 18-APR-1961 |
| 61. | HALSEY TAYLOR <i>Halsey Taylor</i> | US | 72101625 28-JUL-1960 | 0716339 06-JUN-1961 |
| 62. | ELKAY | US | 72058024 28-AUG-1958 | 0685393 22-SEP-1959 |
| 63. | STURDIBILT | US | 72015110 05-SEP-1956 | 0645017 07-MAY-1957 |
| 64. | LUSTERTONE <i>Lustertone</i> | US | 71685680 18-APR-1955 | 0622016 28-FEB-1956 |