# CH \$165.00 171329

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM821601

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK, N.A., as Agent		06/30/2023	National Banking Association: CANADA

### **RECEIVING PARTY DATA**

Name:	TANKNOLOGY INC.	
Street Address:	11000 N. MoPac #500	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78759	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1713295	VACUTECT
Registration Number:	3746152	SURETEST
Registration Number:	3736209	PETROSCOPE
Registration Number:	4358867	TANKCAM
Registration Number:	4220941	TANKNOLOGY
Registration Number:	4183344	VACUTECT

### **CORRESPONDENCE DATA**

Fax Number:

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:** 212.940.6562

**Email:** joanne.arnold@katten.com

Correspondent Name: Joanne BL Arnold

Address Line 1: Katten

**Address Line 2:** 50 Rockefeller Plaza

Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER: Joanne BL Arnold	
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	07/03/2023

# **Total Attachments: 4**

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# RELEASE OF SECURITY INTEREST INCERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "<u>Release</u>"), dated as of June 30, 2023 (the "<u>Effective Date</u>"), is made by BMO Harris Bank, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties ("<u>Agent</u>").

WHEREAS, TN HOLDINGS, INC., a Delaware corporation ("Holdings"), TANKNOLOGY INC., a Delaware corporation (the "Borrower"), the other Loan Parties party thereto, the Lenders party thereto, the Agent, and BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch as a Lender (including as Swing Line Lender) and an L/C Issuer are party to that certain Credit Agreement, dated as of September 13, 2019 (as amended by the First Amendment to Credit Agreement dated as of October 7, 2020, the Second Amendment to Credit Agreement dated as of October 5, 2021, the Third Amendment to Credit Agreement dated as of April 20, 2023 and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, the Borrower, the Agent and the other parties thereto entered into that certain Pledge and Security Agreement, dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, the Loan Parties pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the benefit of the Lender Parties, a continuing security interest in all of the Loan Parties' right, title and interest in, to or under the trademarks set forth in Schedule I hereto ("Trademark Collateral");

**WHEREAS**, pursuant to the Security Agreement, Tanknology, Inc. executed and delivered a Trademark Security Agreement, dated as of September 13, 2019 (the "<u>Trademark Security Agreement</u>"), for recordation with the United States Patent and Trademark Office:

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 13, 2019 at Reel/Frame 006744/0434; and

**WHEREAS**, pursuant to that certain Payoff Letter, dated as of June 30, 2023, entered into by the Agent, the Borrower and certain other parties thereto, the Agent has agreed to release the security interest granted to the Agent in and to the Trademark Collateral.

**NOW, THEREFORE,** for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release and Termination</u>. The Agent, without representation or warranty of any kind, on behalf of the Lender Parties, hereby terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, and retransfers and reassigns to the Loan Parties any right, title or interest the Agent may have in, to or under the Trademark Collateral.
- 3. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BMO HARRIS BANK, N.A., as Agent

Han Halle

By:

Name: Stephen Mueller Title: Managing Director

**REEL: 008127 FRAME: 0583** 

# **Trademark Registrations and Applications**

Trademark	Registration No.	Registration Date
VACUTECT	US 1713295	9/8/1992
SURETEST	US 3746152	2/9/2010
PETROSCOPE	US 3736209	1/12/2010
TANKCAM	US 4358867	6/25/2013
TANKNOLOGY	US 4220941	10/9/2012
VACUTECT	US 4183344	7/31/2012

[Schedule I to Trademark Release]

**RECORDED: 07/03/2023**