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ETAS ID: TM828304

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bixby Bridge Fund III, LLC		07/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Flatland holdings, LLC
Doing Business As:	DBA RK Pump & Supply
Street Address:	11400 W. COUNTY ROAD 30
City:	MIDLAND
State/Country:	TEXAS
Postal Code:	79707
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4996550	RK PUMP & SUPPLY
Registration Number:	4978043	RK

CORRESPONDENCE DATA

Fax Number: 2026725399

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: 2026725300

Email: ncampos@foley.com

Correspondent Name: Nissa Campos

Address Line 1: 3000 K Street, N.W.

Address Line 2: Suite 600

Address Line 4: Washington, D.C. 20007-5109

ATTORNEY DOCKET NUMBER:	120802-0101
NAME OF SUBMITTER:	Nissa Campos
SIGNATURE:	/Nissa Campos/
DATE SIGNED:	07/31/2023

Total Attachments: 4

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TRADEMARK
REEL: 008150 FRAME: 0675

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TRADEMARK REEL: 008150 FRAME: 0676

RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of July 31, 2023 by Bixby Bridge Fund III, LLC, in its capacity as Administrative Agent under (and as defined in) the Credit Agreement referred to below (the "Agent") for the benefit of Flatland holdings, LLC, a Texas limited liability company, d/b/a RK Pump & Supply (the "Grantor") and the other Lenders as defined in the Credit Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the Grantor and the Agent are parties to that certain (i) Loan and Security Agreement, dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and (ii) Trademark Security Agreement, dated as of March 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor has granted to the Agent for the benefit of itself and the other Lenders a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 2, 2021 at Reel 7207 and Frame 0836;

WHEREAS, Grantor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

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

- 1. The Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Trademark Collateral to the Grantor.
- 2. The Agent, on behalf of itself and the Lenders, does hereby terminate and cancel the Trademark Security Agreement.

TRADEMARK
REEL: 008150 FRAME: 0677

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature pages follow]

2

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

BIXBY BRIDGE FUND III, LLC,

as Administrative Agent

Name: David Rotenberg

Title: Authorized Agent

SCHEDULE I

TRADEMARKS:

2.	1.	
4978043	4996550	Serial/Reg. No.
2016-06-14	2016-07-12	Registration Date
	RK PUMP & SUPPLY	Mark
United States	United States	Country
Flatland Holdings, LLC (formerly known as Flatland Holdings, Inc.)	Flatland Holdings, LLC (formerly known as Flatland Holdings, Inc.)	Current Owner

TRADEMARK **REEL: 008150 FRAME: 0680**

RECORDED: 07/31/2023