

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMITOMO MITSUI BANKING CORPORATION		07/31/2023	Corporation: JAPAN
RECEIVING PARTY DATA			
Name:	HOFFMAN SOUTHWEST CORP.		
Street Address:	23311 Madero Street		
City:	Mission Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2287346	PRO PIPE PROFESSIONAL PIPE SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-521-5400		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Emily C. Kimball		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Reed Smith LLP		
Address Line 4:	New York, NEW YORK 10022-7650		
NAME OF SUBMITTER:	Emily C. Kimball		
SIGNATURE:	/Emily C. Kimball/		
DATE SIGNED:	07/31/2023		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of July 31, 2023, by **SUMITOMO MITSUI BANKING CORPORATION**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) (as defined in the Pledge and Security Agreement referred to below), in favor of **WESTERN DRAIN SUPPLY, INC., HSW RR, INC. and HOFFMAN SOUTHWEST CORP.** (each a “Grantor” and collectively, the “Grantors”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of August 14, 2018, by and among Grantors, the other grantors party thereto and Collateral Agent (as heretofore amended or otherwise modified, the “Pledge and Security Agreement”; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement) and (ii) that certain Intellectual Property Security Agreement, dated as of August 14, 2018, by and between each Grantor, Hoffman Southwest Corp. and Collateral Agent (the “Intellectual Property Security Agreement”), the Grantors granted the Collateral Agent a security interest in and continuing lien on all of such Grantors’ right, title and interest in, to and under the Trademarks identified on Schedule 1 attached and all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark (the “Intellectual Property Security Interest”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on August 14, 2018 at Reel 006413, Frame 0611;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and IP Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by each Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Lenders, does hereby agree as follows:

1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the IP Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the trademarks and patents (including, without limitation, the trademarks and patents identified on Schedule A attached hereto and all extensions and renewals thereof), associated common law rights and goodwill appurtenant thereto and all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions or otherwise throughout the world.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release, including, without limitation, the execution, acknowledgment and delivery of any and all further instruments as the Grantor or its successors, assigns or legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. This Release and any claim, controversy, dispute or cause of action (whether in contract, equity, statute, tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be solely and exclusively governed by, and construed in accordance with, the internal laws of the State of New York, including its statutes of limitations, but without giving effect to any choice or conflict of law provision or rule thereof.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

SUMITOMO MITSUI BANKING CORPORATION,
as Collateral Agent

By: 


Name: Robert Kowalewski

Title: Executive Director

Schedule 1

TRADEMARKS

Trademarks

Grantor	Trademark	Registration Date	Status	Registration No
Hoffman Southwest Corp.	PRO PIPE PROFESSIONAL PIPE SERVICES 	19-OCT-1999	Registered	2287346