

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO BANK N.A., formerly known as BMO HARRIS BANK N.A.		10/06/2023	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SUNBELT SOLOMON SERVICES, LLC, successor of SOLOMON TRANSFORMERS, LLC		
Street Address:	1922 SOUTH MARTIN LUTHER KING JR DRIVE		
City:	TEMPLE		
State/Country:	TEXAS		
Postal Code:	76504		
Entity Type:	Limited Liability Company: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4811384	SOLOMON CORPORATION	
Registration Number:	4494756	WHEN IT'S ON THE LINE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	44959-1		
NAME OF SUBMITTER:	SUSAN ZABLOCKI		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	10/09/2023		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 6, 2023 (“Release”), by BMO BANK N.A., formerly known as BMO HARRIS BANK N.A. (“Administrative Agent”) as administrative agent for certain lenders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below).

Reference is made to (i) that certain Credit Agreement, dated as of May 31, 2018 by and among TCP SUNBELT INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), TCP SUNBELT ACQUISITION CO., a Delaware corporation (the “Initial Borrower”), SUNBELT SOLOMON SERVICES, LLC, a Kansas limited liability company (“Sunbelt”; the Initial Borrower and Sunbelt are referred to herein individually and collectively as the “Borrower”), the financial institutions from time to time as lenders and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (ii) that certain Collateral Agreement, dated as of May 31, 2018 by and among Holdings, the Initial Borrower, Sunbelt, the other grantors from time to time party thereto and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”).

W I T N E S S E T H:

WHEREAS, SUNBELT, as the successor of SOLOMON TRANSFORMERS, LLC, a Kansas limited liability company (“Grantor”) and the Administrative Agent were parties to that certain Trademark Security Agreement, dated as of June 18, 2019 (the “Security Agreement”) pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined in the Security Agreement) as security for certain obligations owing by Grantor to the Administrative Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 18, 2019, at Reel 6672, Frame 0672;

WHEREAS, Grantor has requested that the Administrative Agent terminate and release its security interest in and liens on the Trademark Collateral and assign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Administrative Agent’s security interest in the Trademark Collateral.

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

1. The Administrative Agent, on behalf of the Secured Parties, hereby irrevocably terminates the Security Agreement and irrevocably terminates, cancels, releases and discharges its continuing security interest in and liens on Grantor’s entire right, title and interest in, to and under the Trademark Collateral, whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising, including, without limitation, the following:

(i) the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule A annexed hereto, together with all renewals thereof and the goodwill symbolized thereby; and

(ii) all products and proceeds of the Trademark Collateral, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any of the Trademark Collateral, or (b) injury to the goodwill associated with any of the Trademark Collateral.

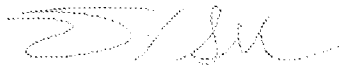
2. The Administrative Agent, on behalf of the Secured Parties, hereby assigns, grants and conveys to Grantor, without any representation, recourse or undertaking, all of its right, title and interest in, to and under the Trademark Collateral and hereby authorizes the recordation of this Release with the USPTO at the Grantors' expense. The Administrative Agent shall, at the Grantors' expense, take any other such actions as Grantors shall reasonably request in writing to evidence the termination and release of the security interest in the Trademark Collateral.

3. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

BMO BANK N.A.

By: 
Name: David Sneddon
Title: Director

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
SOLOMON CORPORATION	86452083	11/12/14	4811384	9/15/15
WHEN IT'S ON THE LINE	86024979	7/31/13	4494756	3/11/14