

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365618

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		12/09/2015	National Bank:

RECEIVING PARTY DATA

Name:	EEMAX, INC.
Street Address:	400 Captain Neville Drive
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06075
Entity Type:	CORPORATION: DELAWARE
Name:	EEMAX INTERMEDIATE HOLDING COMPANY
Street Address:	400 Captain Neville Drive
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06075
Entity Type:	CORPORATION: DELAWARE
Name:	EEMAX HOLDING COMPANY
Street Address:	400 Captain Neville Drive
City:	Waterbury
State/Country:	CONNECTICUT
Postal Code:	06075
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3054740	EEMAX
Registration Number:	4371173	HOT WATER SOLUTIONS MADE EASY
Registration Number:	4341775	EEMAX
Registration Number:	4334369	ACCUMIX
Registration Number:	4645620	PARABOLIC HEAT DESIGN

CORRESPONDENCE DATA

TRADEMARK

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.

Email: andrew.doherty@troutmansanders.com

Correspondent Name: Andrew Doherty

Address Line 1: 600 Peachtree ST NE STE 5200

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	065711.110976
NAME OF SUBMITTER:	Andrew C. Doherty
SIGNATURE:	/Andrew C. Doherty/
DATE SIGNED:	12/14/2015

Total Attachments: 3

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest (the “**Release**”) is made and effective as of December 9, 2015 and granted by WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the “**Secured Party**”), in favor of EEMAX, INC., a Delaware corporation, EEMAX INTERMEDIATE HOLDING COMPANY, a Delaware corporation, and EEMAX HOLDING COMPANY, a Delaware corporation (collectively, Eemax, Inc., Eemax Intermediate Holding Company, and Eemax Holding Company are collectively referred to as the “**Grantors**”).

WHEREAS, by that certain Intellectual Property Security Agreement dated April 12, 2012, and recorded with the United States Patent and Trademark Office (the “**PTO**”) on April 13, 2012 at Reel/Frame 4756/0084 (the “**Original Security Agreement**”), and the First Amendment to the Intellectual Property Security Agreement dated September 30, 2013, and recorded with the PTO on October 9, 2013 at Reel/Frame 5127/0965 (the “**Amendment**” and collectively with the Original Security Agreement referred to as the “**Intellectual Property Security Agreement**”), the Grantors collaterally assigned to the Secured Party a security interest in all of Grantors’ right, title and interest in, to and under certain “Collateral” (as defined in the Original Security Agreement), including without limitation the trademark registrations, patent application and issued patents identified in Schedule A attached hereto (the “**Intellectual Property**”); and

WHEREAS, the Secured Party has agreed to release such Intellectual Property Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party hereby terminates the Intellectual Property Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Intellectual Property Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, or to the Intellectual Property.

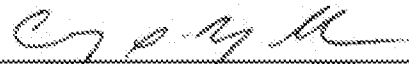
2. Assurances. Secured Party agrees, at the Grantors’ expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Recordation. The Commissioner of Patents and Trademarks is requested to amend the records of the PTO to reflect the release of the Intellectual Property Security Agreement herein.

[next page is the signature page]

IN WITNESS WHEREOF, Secured Party has caused this Release of Intellectual Property Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

By: 
Name: Christopher P. Miller
Title: Senior Vice President

{Eemax IP Release}


TRADEMARK
REEL: 005688 FRAME: 0900

SCHEDULE A

U.S. PATENTS

Title	Appl. No.	Filed	Patent No.	Grant Date
Electric Tankless Water Heater	10/785,813	02/24/04	6,909,843	06/21/05
Electric Tankless Water Heater	10/993,795	11/19/04	7,567,751	07/28/09
Electric Tankless Water Heater	10/913,921	08/06/04	7,779,790	08/24/10
Electric Tankless Water Heater	12/834,969	07/13/10	8,104,434	01/31/12
Electric Tankless Water Heater	12/509,771	07/27/09	8,064,758	11/22/11
Electric Tankless Water Heater	12/874,638	09/2/10	8,280,236	10/02/12
Tankless Liquid Heater Using A Thermostatic Mixing Valve	12/875,583	09/3/10		
Heating Element Assembly For Electric Tankless Liquid Heater	12/881,957	09/14/10	8,577,211	11/05/13

U.S. TRADEMARKS

Mark	Application No.	Filed	Reg. No.	Reg. Date
EEMAX	78/560,632	02/04/05	3,054,740	01/31/06
HOT WATER SOLUTIONS MADE EASY	85/729,233	09/14/12	4,371,173	07/23/13
EEMAX	85/729,237	09/14/12	4,341,775	05/28/13
ACCUMIX	85/729,230	09/14/12	4,334,369	05/14/13
PARABOLIC HEAT DESIGN 	85/729,222	09/14/12	4,645,620	11/25/14