

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473182

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6287/0894		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		05/08/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PROSERV GILMORE VALVE LLC		
Street Address:	PROSERV HOUSE, PROSPECT ROAD WESTHILL,		
City:	ABERDEENSHIRE		
State/Country:	SCOTLAND		
Postal Code:	AB32 6FJ FAO		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2528865	CAC	
Registration Number:	2543748	CAC	
Registration Number:	4109147	ARGUS SUBSEA	
Registration Number:	3862828	GILMORE	
Registration Number:	3862833	GVC	
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:	38725-520		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	05/08/2018		

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Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of May 8, 2018 (“Effective Date”), by **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”), in favor of Proserv Gilmore Valve LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 7, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alia*, Proserv Gilmore Holdings LLC, a Delaware limited liability company (“Holdings”), the Grantor, the other guarantors from time to time party thereto, Collateral Agent, as Administrative Agent and Collateral Agent, and the lenders from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”);

WHEREAS, pursuant to that certain Trademark Short Form Security Agreement, dated as of March 7, 2018, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on March 8, 2018 at Reel 6287, Frame 0894 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”); and

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in certain of the Trademark Collateral listed on **Schedule 1** hereto (the “Released Trademark Collateral”).

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

1. Without representation or warranty of any kind or nature, the Collateral Agent hereby terminates, releases, and discharges its security interest in the Released Trademark Collateral, granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of the Collateral Agent in the Released Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Released Trademark Collateral.
2. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO.
3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Released Trademark Collateral contemplated hereby.
4. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]




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

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as the Collateral Agent

By: 
Name: Jonathan Kirschmeier
Title: Associate Counsel

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Record Owner	Reg. No. App. No.
 GVC & Design (Stallion)	Proserv Gilmore Valve LLC	3,862,833
 GILMORE & Design (Stallion running above to the right)	Proserv Gilmore Valve LLC	3,862,828
CAC	Proserv Operations, Inc.	2,528,865
	Proserv Operations, Inc.	2,543,748
ARGUS SUBSEA	Proserv Operations, Inc.	4,109,147