

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
M&T Bank		11/13/2019	Banking Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WG AMERICA COMPANY		
<b>Doing Business As:</b>	THE WATER GUY		
<b>Street Address:</b>	2 East Pointe Drive		
<b>City:</b>	Birdsboro		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19508		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4086885	THE WATER GUY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6103718506		
<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>			
<b>Phone:</b>	609-987-7050		
<b>Email:</b>	ejs@stevenslee.com		
<b>Correspondent Name:</b>	Elliott J. Stein		
<b>Address Line 1:</b>	100 Lenox Drive		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Lawrenceville, NEW JERSEY 08648		
<b>NAME OF SUBMITTER:</b>	Elliott J. Stein		
<b>SIGNATURE:</b>	/varlawyer/		
<b>DATE SIGNED:</b>	11/15/2019		
<b>Total Attachments: 3</b>			
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source=WGAMERICA-M&TBank-Release of Security Interest-11132019#page2.tif			
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CH \$40.00 4086885

RELEASE OF SECURITY INTEREST IN AND  
ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN AND ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") made as of the 13<sup>th</sup> day of November, 2019, by M&T BANK, a New York banking corporation, in favor of WG AMERICA COMPANY, a Pennsylvania limited liability company, doing business as "The Water Guy" ("Assignee").

BACKGROUND

A. Assignee is the owner of certain intellectual property and other intangible property (collectively, "Intellectual Property") namely, certain registered trademarks and trademark applications as reflected on the records of the United States Patent and Trademark Office, all as more fully set forth on Exhibit "A" attached hereto and made a part hereof (collectively, the "Trademarks").

B. Pursuant to that certain Trademark Security Agreement dated as of June 3, 2016, Assignee, as "Grantor," granted to Assignor, as "Bank," a lien on and security interest in the Trademarks.

D. Assignor is hereby releasing its lien on, and all right, title and interest (if any) in and to, the Trademarks and is assigning all of its right, title and interest (if any) in and to the Trademarks, to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound hereby, covenants and agrees as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated herein by reference and made a part of this Assignment as if set forth in their entirety in this Section 1.

2. Release and Assignment. Assignor hereby irrevocably and unconditionally (a) releases, discharges, and relinquishes its lien on and security interest in any and all Trademarks, and (b) assigns, transfers, conveys and sets over unto the Assignee any and all of Assignor's right, title and interest, if any, in, to and under the Trademarks, including all of the goodwill therein.

3. Further Actions. From time to time after the date hereof, and without further consideration, at the request and sole cost and expense of Assignee or its successors or assigns, Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee, its successors or assigns, or their respective counsel, may reasonably request in order to perfect and record Assignee's (or its successors' or assigns') ownership rights in the Trademarks.

4. Recording. Assignor hereby further authorizes and consents that this Assignment may be recorded and indexed by the United States Patent and Trademark Office and as otherwise deemed appropriate by Assignee or its successors or assigns.

5. Assignment. The rights granted to Assignee pursuant to this Agreement may be assigned without the prior written consent of Assignor to any purchaser of Assignee or any of its material assets.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

M&T BANK

By: [Signature]  
Name: Cynthia J. Leszczynski  
Title: VICE PRESIDENT

STATE OF PENNSYLVANIA :

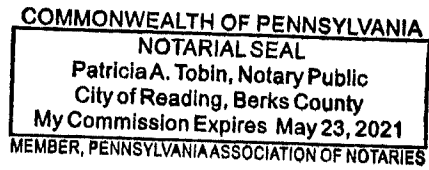
COUNTY OF BERKS \_\_\_\_\_

: ss.  
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On this 13<sup>th</sup> day of November, 2019, before me, a notary public, the undersigned officer, personally appeared Cynthia J. Leszczynski, who acknowledged himself/herself to be the VICE PRESIDENT of M&T BANK, and that he/she as such officer, being authorized to do so, executed the foregoing Release of Security Interest in and Assignment of Intellectual Property for the purposes therein contained by signing the name of such bank by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia A. Tobin  
Notary Public



**Exhibit "A"**

**US Trademarks**

<b>Serial No.</b>	<b>Registration No</b>	<b>Mark</b>	<b>Owner</b>	<b>Status</b>
85/306,940	4,086,885	THE WATER GUY	WG America Company d/b/a The Water Guy	LIVE