# 5111039

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM697882

SUBMISSION TYPE:		NEW ASSIGNMENT	
	NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6066/0425	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent		12/23/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	RELADYNE LLC	
Street Address:	1209 Orange Street	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	
Entity Type:	Limited Liability Company: DELAWARE	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5111039	TURBOFLUSH
Registration Number:	5111040	LUBESERV
Registration Number:	5111041	PETROQUIP

## CORRESPONDENCE DATA

Fax Number: 6172359493

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.

212-596-9287 Phone:

Email: nicole.mollica@ropesgray.com Correspondent Name: Nicole Mollica, Ropes & Gray LLP Address Line 1: 1211 Avenue of the Americas Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	109764-0105
NAME OF SUBMITTER:	Nicole Mollica
SIGNATURE:	/nicole mollica/
DATE SIGNED:	12/27/2021

**Total Attachments: 4** 

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2021, is made by Cortland Capital Market Services LLC, as administrative agent (in such capacity, the "<u>Grantee</u>"), in favor of RelaDyne LLC, a Delaware limited liability company (the "<u>Grantor</u>").

**WHEREAS**, (i) the Grantor, the Grantee and others are parties to that certain Guaranty and Security Agreement, dated as of July 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) the Grantor and the Grantee are parties to that certain Trademark Security Agreement, dated as of May 22, 2017 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on May 23, 2017 at Reel 006066 and Frame 0425;

**WHEREAS**, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

**WHEREAS**, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Security Agreement or Trademark Security Agreement, as applicable.

- **NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:
- 1. Release of Security Interest. The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the "Trademark Collateral"):
  - a. all of its Trademarks, including, without limitation, those referred to on <u>Schedule A</u> hereto;
  - b. all renewals and extensions of the foregoing;
  - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on <u>Schedule A</u> annexed hereto).

- 2. Recordation. The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, at the Grantor's sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.
- 3. Governing Law. This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

CORTLAND CAPITAL MARKET SERVICES LLC,

as Collateral Agent

Name:

Title:

Associate Counsel

## **SCHEDULE A**

# **Trademark Registrations and Trademark Applications**

# I. U.S. Trademark Registrations

**RECORDED: 12/27/2021** 

Title	Application No	Application Date	Registration No	Registration Date
TURBOFLUSH	86804697	10/30/15	5111039	12/27/16
LUBESERV	86804709	10/30/15	5111040	12/27/16
PETROQUIP	86804713	10/30/15	5111041	12/27/16