

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711263

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America		12/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CECO Environmental Corp.		
Street Address:	14651 N. Dallas Parkway, Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1778653	EFFOX	
CORRESPONDENCE DATA			
Fax Number:	8552561473		
<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>			
Phone:	210-554-5216		
Email:	rborelo@dykema.com		
Correspondent Name:	Ryan D. Borelo		
Address Line 1:	112 E. Pecan Street, Suite 1800		
Address Line 4:	San Antonio, TEXAS 78205		
NAME OF SUBMITTER:	Ryan D. Borelo		
SIGNATURE:	/Ryan D. Borelo/		
DATE SIGNED:	03/01/2022		
Total Attachments: 6			
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CH \$40.00 1778653



BANK OF AMERICA

December 10, 2021

CECO Environmental Corp.
14651 N. Dallas Parkway, Suite 500
Dallas, Texas 75254
Attention: Matthew Eckl, Chief Financial Officer

Re: Effox Inc. Release (merger into an Unrestricted Subsidiary)

Ladies and Gentlemen:

Reference is hereby made to that certain Second Amended and Restated Credit Agreement dated as of June 11, 2019 (as in effect on the date hereof, the "*Credit Agreement*") among CECO Environmental Corp., a Delaware corporation (the "*Company*"), certain Subsidiaries of the Company party thereto as Designated Borrowers, the Lenders party thereto, Bank of America, N.A., as administrative agent (in such capacity, the "*Administrative Agent*"), Swing Line Lender and an L/C Issuer, and each other L/C Issuer from time to time party thereto. Capitalized terms not otherwise defined herein have the same meanings as specified therefor in the Credit Agreement.

You have notified us that prior to the date hereof Effox Inc., a Delaware corporation ("*Effox*"), was designated as an Unrestricted Subsidiary in accordance with the terms of the Credit Agreement and, on December 30, 2020, was merged into another Unrestricted Subsidiary. Effox had previously (a) pledged its assets as collateral security to secure the Obligations pursuant to the terms of each of the U.S. Security Agreement and the U.S. Pledge Agreement and (b) guaranteed the Obligations pursuant to the U.S. Subsidiary Guaranty. As a result of such designation and merger, you hereby request that the Administrative Agent confirm the release of Effox from the foregoing arrangements and the termination of the obligations of Effox thereunder. Accordingly, the Administrative Agent agrees that (i) the lien and security interest granted by Effox under each of the U.S. Security Agreement and the U.S. Pledge Agreement is hereby released, (ii) the guarantee provided by Effox under the U.S. Subsidiary Guaranty is hereby released, (iii) the obligations and liabilities of Effox under any of the documents described in the preceding clauses (i) and (ii) are hereby terminated and Effox shall no longer be a party thereto, in each case without any further action by the Administrative Agent, the Company or Effox and (iv) the Administrative Agent shall promptly (A) file UCC-3 terminations in substantially the form attached hereto as Exhibit A, (B) deliver to the Company or its designee such certificates, if any, evidencing the Equity Interests of Effox and (C) execute and deliver to the applicable Loan Party such other documents as such Loan Party may reasonably request to evidence the foregoing releases and terminations with respect to such Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of Effox from its obligations under the U.S. Subsidiary Guaranty.

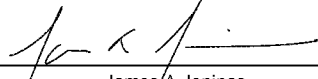
Except for the foregoing release and termination with respect to Effox, each of the Credit Agreement, the U.S. Security Agreement, U.S. Pledge Agreement, the U.S. Subsidiary Guaranty and the other Loan Documents is hereby confirmed and ratified in all respects and shall remain in full force and effect according to their respective terms.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

[Remainder of page intentionally left blank; signature page follows]

Very truly yours,

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: James A Joninas
Title: Assistant Vice President

Accepted and agreed to as of
the date first above written:

CECO ENVIRONMENTAL CORP.

By: _____
Name: _____
Title: _____

CECO Environmental Corp.
Release Letter – Efoxx Inc.
Signature Page