

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Corporate Trustee Company (UK) Limited, as collateral agent		04/28/2022	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Proserv Operations LLC		
Street Address:	15151 Sommermeyer Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77004		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75669122	CAC	
Serial Number:	75669123	CAC	
CORRESPONDENCE DATA			
Fax Number:	7135521758		
<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:	832-615-4290		
Email:	kpruett@boyarmiller.com		
Correspondent Name:	Karen Pruett		
Address Line 1:	2925 Richmond Ave. 14th Floor		
Address Line 4:	Houston, TEXAS 77098		
NAME OF SUBMITTER:	Karen Pruett		
SIGNATURE:	/Karen Pruett/		
DATE SIGNED:	06/08/2022		
Total Attachments: 4			
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source=Proserv - Release of Security Interest in Trademarks (Executed)(fully combined)#page2.tif			
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OP \$65.00 75669122

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 28, 2022 (the “Effective Date”), is made by HSBC Corporate Trustee Company (UK) Limited, in its capacity as collateral agent (the “Secured Party”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain U.S. First Lien Security Agreement dated as of December 22, 2014, by and among HSBC Bank USA, National Association, as collateral agent (the “Former Agent”), the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Former Agent or the Secured Party a security interest in and to certain collateral;

WHEREAS, pursuant to that certain Omnibus Amendment, Reaffirmation, and Agency Agreement dated as of May 8, 2018, among the Former Agent, the Secured Party and certain other parties thereto, the Former Agent assigned to the Secured Party, and the Secured Party assumed, all of the Former Agent’s rights and obligations in its capacity as collateral agent under the Security Agreement and the Trademark Security Agreements (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered (i) a First Lien Trademark Short Form Security Agreement, dated as of November 6, 2015 (the “Nautronix Trademark Security Agreement”), (ii) a First Lien Trademark Short Form Security Agreement, dated as of January 18, 2019 (the “Proserv Gilmore Trademark Security Agreement”) and (iii) a First Lien Trademark Short Form Security Agreement, dated as of January 18, 2019 (the “Proserv Operations Trademark Security Agreement”), and together with the Nautronix Trademark Security Agreement and the Proserv Gilmore Trademark Security Agreement, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Trademark Security Agreements, each of the Grantors has granted to the Secured Party a security interest in all right, title or interest in or to any of such Grantor’s rights, title or interest in the following assets or properties then-owned or later acquired by Grantor: (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including the registrations and registration applications in the United States Patent and Trademark Office or similar offices in any State of the United States, and all extensions and renewals thereof, including those listed on Schedule A hereto (the “Trademarks”) and (b) all goodwill associated with or symbolized by the Trademarks, excluding, in each case of the foregoing clause (a) and this clause (b), any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of security interest therein would impair the validity and enforceability of such intent-to-use trademark application under applicable law (collectively, the “Trademark Collateral”);

WHEREAS, (i) the Nautronix Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 6, 2015 at Reel/Frame 5662/0737, (ii) the Nautronix Trademark Security Agreement was also recorded with the United States Patent and Trademark Office on November 6, 2015 at Reel/Frame 5663/0500, (iii) the Proserv Gilmore Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 18, 2019, at Reel/Frame 6530/0548 and (iv) the Proserv Operations Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 21, 2019, at Reel/Frame 6530/0784;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Secured Party, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to and Lien upon the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Secured Party has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Secured Party, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Secured Party, without representation or warranty of any kind, terminates and cancels each Trademark Security Agreement.

4. Further Assurances. The Secured Party agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date:

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED, as Secured Party

By: 

Name: JULIAN TUCKER

Title: *Executive Director*

GRANTORS:

PROSERV (2) LIMITED (F/K/A NAUTRONIX
(HOLDINGS) LIMITED)

PROSERV (3) LIMITED (F/K/A NAUTRONIX
LIMITED)

PROSERV OPERATIONS, LLC

PROSERV GILMORE VALVE, LLC

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007745 FRAME: 0777

SCHEDULE A

Reel/Frame 5662/0737

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Proserv (2) Limited (f/k/a Nautronix (Holdings) Limited)	NASNET	76,303,515	August 22, 2001	2,743,892	July 29, 2003
Proserv (3) Limited (f/k/a Nautronix Limited)	NAUTRONIX	75,431,013	August 22, 2001	2,256,801	July 29, 2003

Reel/Frame 5663/0500

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Proserv (2) Limited (f/k/a Nautronix (Holdings) Limited)	NASNET	76,303,515	August 22, 2001	2,743,892	July 29, 2003
Proserv (3) Limited (f/k/a Nautronix Limited)	NAUTRONIX	75,431,013	August 22, 2001	2,256,801	July 29, 2003

Reel/Frame 6530/0548

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Proserv Gilmore Valve LLC	GVC & Design (Stallion)	77,828,928	Sept. 17, 2009	3,862,833	Oct. 19, 2010
Proserv Gilmore Valve LLC	Gilmore & Design (Stallion running above to the right)	77,828,598	Sept. 17, 2009	3,862,828	Oct. 19, 2010

Reel/Frame 6530/0784

Grantor	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
Proserv Operations LLC	CAC	75,669,122	March 26, 1999	2,528,865	Jan. 15, 2002
Proserv Operations LLC	CAC	75,669,123	March 26, 1999	2,543,748	March 5, 2002