

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM796865

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900745497

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA, AS COLLATERAL AGENT		01/18/2023	BANK: CANADA

RECEIVING PARTY DATA

Name:	Floworks International LLC
Street Address:	3750 PASADENA FREEWAY
City:	PASADENA
State/Country:	TEXAS
Postal Code:	77503
Entity Type:	Limited Liability Company: DELAWARE
Name:	Severe Service Specialists LLC
Street Address:	3750 Hwy 225
City:	Pasadena
State/Country:	TEXAS
Postal Code:	77503
Entity Type:	Limited Liability Company: DELAWARE
Name:	FLOWORKS USA LP f/k/a Sunbelt Supply LP
Street Address:	3750 PASADENA FREEWAY
City:	PASADENA
State/Country:	TEXAS
Postal Code:	77503
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5918546	NATIONAL VV VALVE
Registration Number:	5871875	NATIONAL VALVE
Registration Number:	5817804	FW
Registration Number:	5217271	FW FLOWORKS
Registration Number:	5096406	FLOWORKS
Registration Number:	6523001	TRIPLE S

Property Type	Number	Word Mark
Registration Number:	6523002	TRIPLE S
Registration Number:	6503282	ADREM
Registration Number:	6503283	ADREM
Registration Number:	5321496	M I
Registration Number:	5216640	SS&A
Registration Number:	5095575	SUNBELT SUPPLY CO. SINCE 1978
Registration Number:	5095576	SUNBELT SUPPLY
Registration Number:	4758987	MAJOR INC.
Registration Number:	2095142	SOUTHWEST STAINLESS & ALLOY
Serial Number:	97125128	GENESIS SYSTEMS
Serial Number:	97125122	GENESIS SYSTEMS
Registration Number:	6245826	MA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2149994283

Email: ttran@foley.com

Correspondent Name: TUAN TRAN/ FOLEY & LARDNER LLP

Address Line 1: 2021 McKinney Avenue

Address Line 2: Suite 1600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 036901-0213

NAME OF SUBMITTER: TUAN TRAN

SIGNATURE: /TUAN TRAN/

DATE SIGNED: 03/23/2023

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of January 18, 2023, is made by the Royal Bank of Canada, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of Floworks International LLC, a Delaware limited liability company, Severe Service Specialists LLC, a Delaware limited liability company and Sunbelt Supply LP, a Delaware limited partnership (each a “Grantor” and collectively, the “Grantors”). Capitalized terms not defined herein have the meanings set forth in the Security Agreement (as defined below) or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to (i) that certain First Lien Security Agreement dated as of December 27, 2021 (as the same may have been amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among, *inter alios*, the Collateral Agent and the Grantors and (ii) that certain First Lien Intellectual Property Security Agreement dated as of December 27, 2021 (the “IP Security Agreement”), by and between the Collateral Agent and the Grantors, each Grantor granted to Collateral Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property (including without limitation those Trademarks, Patents and Copyrights listed on Annex I hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, the “Collateral”);

WHEREAS, the IP Security Agreement was recorded with the Patent division of the United States Patent and Trademark Office on December 28, 2021 at Reel/Frame 058595/0084 and in the Trademark division of the United States Patent and Trademark Office on December 28, 2021 at Reel/Frame 7543/0230; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Collateral under the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. Definitions. 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 IP Security Agreement, as applicable.

2. Release. The Collateral Agent, without recourse, representation or warranty and at the Grantors’ sole cost and expense, hereby (i) terminates and cancels the IP Security Agreement, and (ii) terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and their successors and assigns, its lien on and security interest in and to the Collateral, and any and all right, title and interest of the Collateral Agent in, to and under the Collateral shall hereby terminate, cease and become void.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to each Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, to more fully and effectively effectuate the purposes of this Release.

5. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

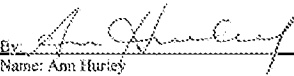
6. Further Assurances. From time to time after the date hereof, upon Grantors' reasonable request, or upon the reasonable request of Grantors' successors, assigns or other legal representatives, the Collateral Agent agrees to provide Grantors or their successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Collateral Agent's security interest in the Collateral (without recourse, representation or warranty and at the Grantors' sole cost and expense).

7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]



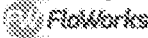



IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.





ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____
Name: Name: Ann Hurley
Title: Title: Manager, Agency
Title:

ANNEX I

1. U.S. Trademarks and Registrations and Applications

No.	MARK	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current owner of record
1.	NATIONAL VV VALVE and design 	USA	88308057 20-FEB-2019	5918546 26-NOV-2019	Registered	Floworks International LLC
2.	NATIONAL VALVE	USA	88288968 05-FEB-2019	5871875 01-OCT-2019	Registered	Floworks International LLC
3.	FW and design 	USA	88032915 11-JUL-2018	5817804 30-JUL-2019	Registered	Floworks International LLC
4.	FW FLOWORKS and design 	USA	87208279 19-OCT-2016	5217271 06-JUN-2017	Registered	Floworks International LLC
5.	FLOWORKS	USA	86658956 11-JUN-2015	5096406 06-DEC-2016	Registered	Floworks International LLC
6.	M I and design 	USA	87331157 10-FEB-2017	5321496 31-OCT-2017	Registered	Sunbelt Supply LP
7.	SS&A and design 	USA	87068952 13-JUN-2016	5216640 06-JUN-2017	Registered	Sunbelt Supply LP
8.	SUNBELT SUPPLY CO. SINCE 1978 and design 	USA	87046472 23-MAY-2016	5095575 06-DEC-2016	Registered	Sunbelt Supply LP
9.	SUNBELT SUPPLY	USA	87046474 23-MAY-2016	5095576 06-DEC-2016	Registered	Sunbelt Supply LP

No.	MARK	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current owner of record
10.	MAJOR INC.	USA	86376999 26-AUG-2014	4758987 23-JUN-2015	Registered	Sunbelt Supply LP
11.	SOUTHWEST STAINLESS & ALLOY	USA	75171986 25-SEP-1996	2095142 09-SEP-1997	Registered	Sunbelt Supply LP
12.	TRIPLE S and design 	USA	88837740 17-MAR-2020	6523001 19-OCT-2021	Registered	Flowworks International LLC
13.	TRIPLE S and design 	USA	88837774 17-MAR-2020	6523002 19-OCT-2021	Registered	Flowworks International LLC
14.	ADREM (stylized) 	USA	88860045 04-APR-2020	6503282 28-SEP-2021	Registered	Severe Service Specialists LLC
15.	ADREM	USA	88860046 04-APR-2020	6503283 28-SEP-2021	Registered	Severe Service Specialists LLC
16.	GENESIS SYSTEMS INC. and design 	USA	97125128 15-NOV-2021	-	Pending	Sunbelt Supply LP
17.	GENESIS SYSTEMS	USA	97125122 15-NOV-2021	-	Pending	Sunbelt Supply LP
18.	MA	USA	87749445 10-JAN-2018	6245826 12-JAN-2021	Registered	Sunbelt Supply LP

2. U.S. Patents and Patent Applications

No.	Title	Jurisdiction	Application No	Filing Date	Status	Current Owner of Record
1.	Mixing Tee Assembly And Process	USA	16/068439	6-Jul-2018	Pending	Flowworks International LLC

3. U.S. Copyright Registrations

None.