

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC, as successor agent		10/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pipeline Supply and Service, LLC		
Street Address:	10507 Ella Boulevard		
Internal Address:	Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77038		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3350776	SPY	
Registration Number:	1681815	SPY	
Registration Number:	1700223	"LITTLE JEEPER"	
Registration Number:	2233465	INDUSTRIAL AIR TOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/s/ John Kline		
DATE SIGNED:	10/30/2023		
Total Attachments: 4			

OP \$115.00 3350776

source=PSS - Trademark Release (Execution Version)#page1.tif

source=PSS - Trademark Release (Execution Version)#page2.tif

source=PSS - Trademark Release (Execution Version)#page3.tif

source=PSS - Trademark Release (Execution Version)#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of October 27, 2023 (“Effective Date”), by **ALTER DOMUS (US) LLC** (the “Successor Agent”) as successor in interest to Keybank National Association (“Keybank”), in favor of **PIPELINE SUPPLY AND SERVICE, LLC** (the “Assignor”).

WHEREAS, reference is made to that certain First Lien Security Agreement, dated as of April 10, 2019, (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), by and between the Assignor and Keybank;

WHEREAS, pursuant to the First Lien Security Agreement, Assignor and Keybank entered into that certain Memorandum of Security Interest in Trademarks, dated as of April 10, 2019 (the “Memorandum”);

WHEREAS, pursuant to the Security Agreement, the Memorandum was recorded with the United States Patent and Trademark Office (the “USPTO”) on April 11, 2019, at Reel 006615, Frame 0836, in which Assignor granted to Keybank a security interest in all of the Assignor’s right, title and interest in, to and under its intellectual property (as such term is defined in the Security Agreement, the “Intellectual Property Collateral”); and

WHEREAS, pursuant to Section 4 of that certain Successor Agent Agreement dated as of May 9, 2022, by and among Marblegate Special Opportunities Master Fund, L.P. (“Marblegate”), Keybank and Assignor, Keybank has assigned its security interest in the Intellectual Property Collateral to Marblegate; and

WHEREAS, pursuant to Section 4 of that certain Successor Agent Agreement dated as of May 9, 2022 by and by and among Successor Agent and Marblegate, Marblegate has assigned its security interest in the Intellectual Property Collateral to Successor Agent; and

WHEREAS, Successor Agent now desires to release its security interest in the Intellectual Property Collateral, including the trademarks listed on **Schedule 1** hereto (the “Trademarks”).

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

1. Without representation or warranty of any kind or nature, Successor Agent hereby terminates, releases, and discharges the First Lien Security Agreement and its security interest in the Intellectual Property Collateral, including the Trademarks, granted pursuant thereto. Successor Agent hereby reassigns to Assignor all right, title, and interest of Successor Agent in the Intellectual Property Collateral pursuant to the First Lien Security Agreement.

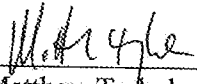
2. Successor Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Assignor’s expense, as may be reasonably necessary to effect the release of the security interest in the Intellectual Property Collateral contemplated hereby. Successor Agent hereby authorizes Assignor and any of its respective designees to file this Release with the United States Patent and Trademark Office.

3. This Release shall be subject to the provisions regarding governing law set forth in the First Lien Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, Successor Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ALTER DOMUS (US) LLC,
as the Successor Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[SIGNATURE PAGE TO TRADEMARK TERMINATION AND RELEASE]

TRADEMARK
REEL: 008242 FRAME: 0899

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARKS

Registered Mark

Mark	Reg. No.	Reg. Date
SPY	3350776	12/11/2007
SPY	1681815	04/07/1992
“LITTLE JEEPER”	1700223	07/14/1992
INDUSTRIAL AIR TOOL and Design	2233465	03/23/1999