# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM862218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Previously Recorded at Reel/Frame (6652/0536)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust (London) Limited		12/14/2023	Private Limited Company: UNITED KINGDOM

### **RECEIVING PARTY DATA**

Name:	A-Gas US Inc.
Street Address:	1100 Haskins Road
City:	Bowling Green
State/Country:	ОНЮ
Postal Code:	43402
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	5722950	PURECHEM
Registration Number:	5058825	PENGUIN
Registration Number:	5062889	
Registration Number:	5089840	DIVERSIFIED PURE CHEM
Registration Number:	4493750	RAPID RECOVERY
Registration Number:	4504225	RAPID RECOVERY
Registration Number:	2693114	RAPREC
Registration Number:	4512831	RECOVER RECLAIM RETURN
Registration Number:	4512832	RECOVER · RECLAIM · RETURN
Registration Number:	4790507	REFRIGERANT ABATEMENT EXPERTS
Registration Number:	4790508	REFRIGERANT ABATEMENT EXPERTS
Registration Number:	3514454	REFRIGERANT ABATEMENT EXPERTS
Registration Number:	4483823	RR
Registration Number:	4483824	RR
Registration Number:	4414566	SAVING THE PLANET ONE RECOVERY AT A TIME
Registration Number:	4414567	SAVING THE PLANET ONE RECOVERY AT A TIME
Registration Number:	4414883	THE VAULT
Registration Number:	4414885	THE VAULT
		TRADEMARK —

TRADEMARK

REEL: 008292 FRAME: 0953

900822402

#### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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: 2124552592
Email: jmull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	065660/0863
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	12/19/2023

#### **Total Attachments: 5**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "<u>Termination and Release</u>"), is dated as of December 14, 2023, and made by WILMINGTON TRUST (LONDON) LIMITED, as Security Agent (in such capacity, the "<u>Agent</u>") for the Secured Parties under the Intercreditor Agreement (as referred to below) in favor of A-GAS US INC., a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, reference is made to (i) the Intercreditor Agreement, dated as of July 25, 2017 (as amended, restated, supplemented or modified from time to time, the "<u>Intercreditor Agreement</u>"), between, amongst others, A-Gas Group Limited, a company incorporated under the laws of England and Wales (the "<u>Parent</u>"), the Agent and the financial institutions listed therein, (ii) the supplement dated as of February 4, 2019 to the Security Agreement dated as of September 1, 2017, whereby the Grantor became a party thereto (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered that certain Grant of Security Interest in Trademarks, dated as of May 23, 2019 (the "Trademark Security Agreement"), made by the Grantor in favor of the Agent, pursuant to which, subject to the Agreed Security Principles, the Grantor granted a security interest (the "Security Interest") in all of its right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule A hereto, to the Agent for the benefit of Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of the Secured Obligations; provided, that (x) the Collateral for any Secured Obligations did not include any Excluded Property and (y) none of the foregoing items constituted Collateral to the extent that the grant of the Security Interest therein would have violated any Requirement of Law or constituted or resulted in the abandonment, termination, acceleration, invalidation or rendering unenforceable of any right, title or interest therein or result in a breach of the terms of or constitute a breach or default thereunder, including any "intent to use" Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use was filed under 15 U.S.C. § 1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application automatically became subject to the security interest granted therein and deemed to be included in the Collateral.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 23, 2019 at Reel/Frame 6652/0536; and

WHEREAS, the Grantor now desires and the Agent has agreed to terminate and release its Security Interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule A hereto.

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

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release have the meanings provided or provided by reference in the Trademark Security Agreement, the Intercreditor Agreement or the Security Agreement, as applicable.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases, cancels and discharges its Security Interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on <u>Schedule A</u> hereto, and any right, title or interest of the Agent in the Collateral shall hereby cease and become void. If and to the extent the Agent has acquired any right, title or interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on <u>Schedule A</u> hereto, the Agent hereby re-assigns, re-transfers and re-conveys to the Grantor such right, title and interest.
- 3. <u>Termination</u>. The Agent hereby terminates and cancels the Trademark Security Agreement.
- 4. <u>Recordation</u>. The Agent authorizes and requests that the United States Patent and Trademark Office record this Termination and Release.
- 5. <u>Further Assurances</u>. The Agent hereby agrees, upon reasonable request and at the sole expense of the Grantor, to duly execute, acknowledge, procure and deliver such further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
- 6. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be executed by its duly authorized officer as of the date first written above.

WILMINGTON TRUST (LONDON) LIMITED,

as Agent

By

Name: Lisa Mariconda Title: Vice President

Maranda

REEL: 008292 FRAME: 0957

# SCHEDULE A

# U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Application or Registration Number	Trademark
A-Gas US Inc.	5722950	PURECHEM
A-Gas US Inc.	5058825	Penguin
A-Gas US Inc.	5062889	DPC Logo
A-Gas US Inc.	5089840	Diversified Pure Chem
A-Gas US Inc.	4493750	RAPID RECOVERY
A-Gas US Inc.	4504225	RAPID RECOVERY
A-Gas US Inc.	2693114	REPREC
A-Gas US Inc.	4512831	RECOVER RECLAIM RETURN
A-Gas US Inc.	4512832	RECOVER RECLAIM RETURN
A-Gas US Inc.	4790507	REFRIGERANT ABATEMENT EXPERTS
A-Gas US Inc.	4790508	REFRIGERANT ABATEMENT EXPERTS
A-Gas US Inc.	3514454	REFRIGERANT ABATEMENT EXPERTS
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A-Gas US Inc.	4414566	SAVING THE PLANET ONE RECOVERY AT A TIME
A-Gas US Inc.	4414567	SAVING THE PLANET ONE RECOVERY AT A TIME
A-Gas US Inc.	4414883	THE VAULT
A-Gas US Inc.	4414885	THE VAULT
A-Gas US Inc.	612751 [Arizona state registration]	CONSOLIDATED REFRIGERANT RECLAIM
A-Gas US Inc.	4031444 [Ohio state registration – fictitious name]	A-GAS AMERICAS
A-Gas US Inc.	4031403 [Ohio state registration – trade name]	A-GAS AMERICAS
A-Gas US Inc.	1958548 [Ohio state registration]	REMTEC INTERNATIONAL
A-Gas US Inc.	803192786 [Texas state registration]	Coolcarbon
A-Gas US Inc.	803192786 [Texas state registration]	Coolgas

Owner	Application or Registration Number	Trademark
A-Gas US Inc.	803192786 [Texas state	Condor Products
	registration]	
A-Gas US Inc.	803192786 [Texas state	Discount Refrigerants
	registration]	
A-Gas US Inc.	803192786 [Texas state	Diversified Pure Chem
	registration]	
A-Gas US Inc.	803192786 [Texas state	Firegas
	registration]	

**RECORDED: 12/19/2023**