

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company		07/09/2015	Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Portadam, Inc.		
Street Address:	3082 S. Black Horse Pike		
City:	Williamstown		
State/Country:	NEW JERSEY		
Postal Code:	08094		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2533611	PORTADAM	
Registration Number:	2533604	PORTADAM	
Registration Number:	3525297	"YOUR BEST DAM OPTION"	
Registration Number:	4392832	PORTADAM	
Registration Number:	4389200	PORTABASIN	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	2027568392		
Email:	eatkins@mwe.com,kdelcoure@mwe.com		
Correspondent Name:	Eleanor B. Atkins		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	500 N. Capitol Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-1531		
ATTORNEY DOCKET NUMBER:	097885-0013		
NAME OF SUBMITTER:	GAYLE DELCOURE		
SIGNATURE:	GAYLE DELCOURE		
DATE SIGNED:	03/29/2024		

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Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of July 9, 2015, and granted by Manufacturers and Traders Trust Company ("**Manufacturers and Traders Trust**"), a New York company, as the secured party under the Loan Agreement referred to below, in favor of Portadam, Inc., a Delaware corporation ("**Grantor**") and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 5, 2012 (the "**Loan Agreement**") among Grantor and Manufacturers and Traders Trust, Grantor executed and delivered to Manufacturers and Traders Trust a Patents, Trademarks, Copyrights and Licenses Security Agreement by and between Grantor and Manufacturers and Traders Trust dated as of July 5, 2012 (the "**IP Security Agreement**," and together with the Loan Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to Manufacturers and Traders Trust a security interest in and to all of the right, title and interest of Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office Trademark Assignment Branch at Reel 4820, Frame 0451 on July 13, 2012, and with the United States Patent and Trademark Office Patent Assignment Branch at Reel 028550, Frame 0418 on July 13, 2012; and

WHEREAS, Grantor has requested that Manufacturers and Traders Trust enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Manufacturers and Traders Trust may have in the IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Manufacturers and Traders Trust, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of Grantor, and reassigns to Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**"):

(a) any and all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit A**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) any and all servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit B**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; provided, however, that notwithstanding anything herein to the contrary, in no event shall the foregoing include nor the security interest released hereunder attach to any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would void said application or impair the validity or enforceability of any registration issuing therefrom (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(c) any and all copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Grantor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit C** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

(d) any and all license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) all other rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

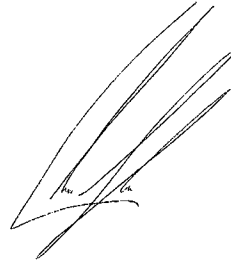
2. Further Assurances. Manufacturers and Traders Trust agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. 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, the laws of the United States and the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

Manufacturers and Traders Trust

A handwritten signature in black ink, appearing to read "Chris Sylvia", written over a horizontal line.

By: _____

Name: Chris Sylvia

Title: Vice President

EXHIBIT A - Patents

COUNTRY	TITLE	PATENT NUMBER/ ISSUE DATE	APPLICATION NUMBER / FILING DATE
U.S.	ABOVE GROUND FLUID STORAGE SYSTEM		6/21/2011 13/165,118
U.S.	ABOVE GROUND FLUID STORAGE SYSTEM (Provisional)		4/12/2011 61/474,431
PCT	ABOVE GROUND FLUID STORAGE SYSTEM		6/06/2012 PCT/US12/032528
U.S.	ABOVE GROUND FLUID STORAGE SYSTEM		02/03/2012 13/365,924

EXHIBIT B – Trademarks


		<u>MARK</u>	<u>REG. NO / REG. DT</u>	
COUNTRY	CURRENT OWNER	MARK GOODS/SERVICES	REGISTRATION NUMBER/ REGISTRATION DATE	APPLICATION NUMBER / FILING DATE
U.S.	Portadam, Inc.	PORTADAM Fluid Diversion structures/flexible cofferdams	2,533,611 1/ 29/ 2002	4/7/2000 76/022,428
U.S.	Portadam, Inc.	PORTADAM fluid diversion structures, namely, flexible cofferdams composed primarily of a fabric membrane	2,533,604 1/29/2002	4/7/2000 76/020,368
U.S.	Portadam, Inc.	YOUR BEST DAM OPTION Fluid diversion structures, namely, flexible cofferdams composed primarily of a fabric membrane	3,525,297 10/28/2008	8/17/2007 77/257,686
U.S.	Portadam, Inc.	 PORTADAM Fluid diversion and containment structures, namely, flexible cofferdams composed primarily of a fabric membrane; temporary fluid impoundment structures		7/12/2011 85/369,142
US	Portadam, Inc.	PORTABASIN		05/15/2012 85/625,680
US	Portadam, Inc.	PORTAFLEX		

EXHIBIT C – Copyrights

None

EXHIBIT D – Licenses

None