

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI207894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALLY BANK, AS COLLATERAL AGENT	05/02/2024
RECEIVING PARTY DATA	
Company Name:	ADVANCE THERMAL CORP.
Street Address:	10343 SAM HOUSTON PARK DR
Internal Address:	SUITE 200
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77064
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7947354
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:	(617)854-2079
Email:	jonathan.bradford@ropesgray.com
Correspondent Name:	Jonathan Bradford
Address Line 1:	Prudential Tower
Address Line 2:	800 BOYLSTON STREET
Address Line 4:	Boston, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	109764-0064-004
NAME OF SUBMITTER:	Jonathan Bradford
SIGNATURE:	Jonathan Bradford
DATE SIGNED:	05/02/2024
Total Attachments: 10	
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Release”) is dated as of May 2, 2024 and delivered by ALLY BANK, AS COLLATERAL AGENT for the Secured Parties under the Security Agreement referred to below (in such capacity, the “Collateral Agent”) in favor of BROCK WEST, LLC, formerly known as Aegion Energy Services, LLC (“Brock West”), BROCK SERVICES, LLC, a Delaware limited liability company (“Brock Services”), BROCK ENTERPRISES, LLC, a Texas limited liability company (“Brock Enterprises”), BROCK HOLDINGS III, LLC, a Delaware limited liability company (“Brock Holdings III”), and ADVANCE THERMAL CORP., an Illinois corporation (“Advance Thermal” and together with Brock West, Brock Services, Brock Enterprises and Brock Holdings, collectively, the “Grantors” and each individually, a “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below) or the applicable IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated ABL Collateral Agreement, dated as of December 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among, BROCK HOLDINGS II, LLC, a Delaware limited liability company (“Holdings”), THE BROCK GROUP, INC., a Delaware corporation (“Ultimate Parent”), BROCK HOLDINGS III, LLC, a Delaware limited liability company (“Specified U.S. Borrower”), the Grantors, the other Pledgors party thereto and the Collateral Agent, in order to secure payments of certain Obligations and Secured Guarantee, the Grantors were required to execute and deliver (i) that certain ABL Trademark Security Agreement, dated as of October 27, 2017, by Brock Enterprises, Brock Holdings III and Brock Services in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2017 Trademark Security Agreement”), (ii) that certain ABL Copyright Security Agreement, dated as of October 27, 2017, by Brock Enterprises and Brock Services in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2017 Copyright Security Agreement”), (iii) that certain ABL Trademark Security Agreement, dated as of April 30, 2018, by Advance Thermal in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2018 Trademark Security Agreement”), (iv) that certain ABL Patent Security Agreement, dated as of April 30, 2018, by Advance Thermal in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2018 Patent Security Agreement”), (v) that certain ABL Copyright Security Agreement, dated as of April 30, 2018, by Advance Thermal in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2018 Copyright Security Agreement”), (vi) that certain ABL Trademark Security Agreement, dated as of December 21, 2020, by Brock Services and Brock Enterprises in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2020 Trademark Security Agreement”), and (vii) that certain ABL Trademark Security Agreement, dated as of November 2, 2022, by Brock West, LLC (formerly known as Aegion Energy Services, LLC) in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2022 Trademark Security Agreement” and together with the 2017 Trademark Security Agreement, 2017 Copyright Security Agreement, 2018 Trademark Security Agreement, 2018 Patent Security Agreement, 2018 Copyright Security Agreement and 2020 Trademark Security Agreement, the “IP Security Agreements” and each an “IP Security Agreement”) pursuant thereto each applicable Grantor assigned, pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the Collateral (as defined in each applicable IP Security Agreement), including without limitation

those (i) Trademarks listed on Schedule I hereto, (ii) Patents listed on Schedule II hereto and (iii) Copyrights listed on Schedule III hereto.

WHEREAS, pursuant to the 2017 Trademark Security Agreement, a security interest in certain Trademark Collateral was recorded with the United States Patent and Trademark Office on November 6, 2017, at Reel/Frame 6197 / 0741.

WHEREAS, pursuant to the 2017 Copyright Security Agreement, a security interest in certain Copyright Collateral was recorded with the United States Copyright Office at on November 7, 2017, at Volume 9952 Document No. 521.

WHEREAS, pursuant to the 2018 Trademark Security Agreement, a security interest in certain Trademark Collateral was recorded with the United States Patent and Trademark Office on March 8, 2019, at Reel/Frame 6585 / 0622.

WHEREAS, pursuant to the 2018 Patent Security Agreement, a security interest in certain Patent Collateral which was filed and recorded with the United States Patent and Trademark Office on March 8, 2019, at Reel/Frame 048544 / 0925.

WHEREAS, pursuant to the 2018 Copyright Security Agreement”), a security interest in certain Copyright Collateral was recorded with the United States Copyright Office on March 8, 2019, at Volume 9970 Document No. 482.

WHEREAS, pursuant to the 2020 Trademark Security Agreement, a security interest in certain Trademark Collateral was recorded with the United States Patent and Trademark Office on December 21, 2020, at Reel/Frame 7141 / 0566.

WHEREAS, pursuant to the 2022 Trademark Security Agreement, a security interest in certain Trademark Collateral was recorded with the United States Patent and Trademark Office on November 2, 2022, at Reel/Frame 7883 / 0310.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations and Secured Guarantee, and as a result desires to terminate and release the entirety of any security interest it may have in the Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby fully terminates, releases, cancels and forever discharges any and all security interests it has in the Collateral, terminates each IP Security Agreement, and retransfers, re-conveys and reassigns to the Grantors, as applicable, and without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent (if any) in, to or under the Collateral. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its 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 Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Release.

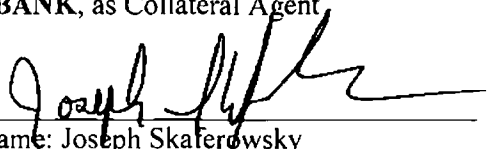
This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

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


ALLY BANK, as Collateral Agent

By: _____


Name: Joseph Skaferowsky

Title: Authorized Signatory

SCHEDULE I
TRADEMARKS

Entity	Trademark	Federally Registered	Registration Number
Brock Enterprises, LLC (formerly Brock Enterprises, Inc.)	"BROCK"	Yes	2,284,672
Brock Holdings III, Inc.	"XPS 60"	Yes	3,625,584
Brock Services, LLC (formerly Atlantic Scaffolding Company, LLC)	Triangular designed service mark registration	Yes	2,393,495
Advance Thermal Corp.		Yes	4324855
Advance Thermal Corp.	HEATAINER	Yes	3998603
Advance Thermal Corp.	SPACE-JAK	Yes	5088053
Brock Services, LLC	UNITED SCAFFOLDING	Yes	5170092
Brock Enterprises, LLC	BROCK	Yes	2991333
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	P2S SERVTECH	Yes	5725211

Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	P2S POWER SERVICES	Yes	3071501
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)		Yes	3071502
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	P2S PECO	Yes	3071503
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	ALLSAFE	Yes	4191831
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)		Yes	5255656
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	BRINDERSON	Yes	4134463
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	SCHULTZ	Yes	5169941
Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	TIMETRAK	Yes	5809774

Brock West, LLC (formerly AEGION ENERGY SERVICES, LLC)	DELAYTRAK	Yes	5309314
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SCHEDULE II
PATENTS

Entity	Patent	Status	Patent #
Advance Thermal Corp.	Insulation Blanket System	Issued	7,947,354

SCHEDULE II

PATENT
REEL: 067300 FRAME: 0068

SCHEDULE III
COPYRIGHTS

Entity	Copyright	Registration Date	Registration Number
Brock Enterprises, LLC	"Maintenance painting management system"	April 9, 1998	TXu850523
Brock Services, LLC Brock Enterprises, LLC	"Defined Structures Management System (DSMS)"	February 29, 2000	TXu 938-090
Brock Services, LLC Brock Enterprises, LLC	DSMS® Ver 2	July 24, 2000	TXu 1159183
Advance Thermal Corp.	ACOUSTIRAP: REMOVABLE INSULATION COVERS	October 30, 2009	VA0001689751
Advance Thermal Corp.	ATC Brochure.	October 30, 2009	VA0001687716

EXHIBIT C

Termination of Deposit Account Control Agreements

(See Attached)

Exhibit C