

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366828

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|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PNC Bank, National Association | | 12/18/2015 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | Washing Systems, LLC fka Suds Acquisition, LLC | | |
| Street Address: | 167 Commerce Blvd | | |
| City: | Loveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 45140 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: OHIO | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1624375 | WSI-IMAGE | |
| Registration Number: | 2392981 | SPECTRUM | |
| Registration Number: | 2522289 | RAPID RATE CLEANING | |
| Registration Number: | 2252831 | VES | |
| Registration Number: | 1624374 | WSI-CHOICE | |
| Registration Number: | 1637343 | WSI-NOTICE | |
| Registration Number: | 1621934 | WSI | |
| Registration Number: | 2585088 | WORKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5137620037 | | |
| <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: | 5139773486 | | |
| Email: | abrown@katzteller.com | | |
| Correspondent Name: | Amy Brown | | |
| Address Line 1: | 255 E Fifth St Ste 2400 | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |
| NAME OF SUBMITTER: | Amy Brown | | |
| SIGNATURE: | /Amy Brown/ | | |

OP \$215.00 1624375

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|---|------------|
| DATE SIGNED: | 12/22/2015 |
| Total Attachments: 5 source=IP1#page1.tif source=IP1#page2.tif source=IP1#page3.tif source=IP1#page4.tif source=IP1#page5.tif | |

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

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Release"), dated as of December 18, 2015, is made by PNC Bank, National Association, successor to The Provident Bank, as agent (in such capacity, "Agent"), in favor of Washing Systems, LLC (formerly known as Suds Acquisition, LLC), an Ohio limited liability company ("Grantor"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Revolving Credit, Term Loan and Security Agreement dated as of November 8, 2002 (as amended, restated, supplemented or otherwise modified to date, the "Loan Agreement"), by and among the Grantor, as borrower, the Lenders from time to time party thereto and the Agent;

WHEREAS, pursuant to the Loan Agreement, a lien on and security interest in (the "Security Interest") certain collateral, including the Intellectual Property Collateral (as hereinafter defined), was granted by Grantor to the Agent; and for the purpose of recording such Security Interest with respect to the Intellectual Property Collateral with the United States Patent and Trademark Office, the Grantor entered into that certain Intellectual Property Security Agreement dated as of November 8, 2002, (the "IP Security Agreement"), in favor of the Agent;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 31, 2003 at Reel 2740, Frame 0850 and in the Patent Division of the United States Patent and Trademark Office on June 29, 2005 at Reel 016722, Frame 0554; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral listed on Schedule 1 hereto.

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 Agent hereby agrees as follows:

1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of the Grantor's right, title and interest in, to and under the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses listed on Schedule 1 hereto. Capitalized terms not defined herein have the meanings set forth in the Loan Agreement and IP Security Agreement, as applicable.

2. Release of Security Interest. Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantor, and its successors and assigns to the Intellectual Property Collateral, its lien on and security interest in and to the Intellectual Property Collateral, and any and all right, title and interest of the Agent in, to and under the Intellectual Property Collateral shall hereby terminate, cease and become void.

3. Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and Commissioner for Patents record this Release.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

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

6. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF OHIO.

[Signature page follows]

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

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:



J. Kevin Brown
Senior Vice President

Schedule 1

Trademarks

Issued:

| <u>Country</u> | <u>Registration No.</u> | <u>Issue Date</u> | <u>Mark</u> |
|----------------|-------------------------|-------------------|------------------------|
| USA | 1,624,375 | 11/27/1990 | WSI (Image) |
| USA | 2,392,981 | 10/10/2000 | SPECTRUM |
| USA | 2,522,289 | 12/25/2001 | RAPID RATE CLEANING |
| USA | 2,252,831 | 06/15/1999 | VES |
| USA | 1,624,374 | 11/27/1990 | WSI-CHOICE |
| USA | 1,637,343 | 03/12/1990 | WSI-NOTICE |
| USA | 1,621,934 | 11/13/1990 | WSI (Logo) |
| USA | 2,585,088 | 06/25/2002 | WORKS |

Patents

Issued:

| <u>Country</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|----------------|-------------------|-------------------|
| United States | 6,240,585 B1 | June 5, 2001 |

Pending:

| <u>Country</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|-------------------|--------------------|
|----------------|-------------------|--------------------|

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Licenses

Country

Pending

Country

United States

Copyright No.

TXS-223-651

Copyrights

TRADEMARK

REEL: 005695 FRAME: 0134

RECORDED: 12/22/2015