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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM480299
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in trademarks recorded at R/F 5936/0471

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Barclays Bank PLC, as Agent		07/02/2018	Public Limited Company: UNITED KINGDOM	

### **RECEIVING PARTY DATA**

Name:	Fortiline, LLC		
Street Address:	7025 Northwinds Drive NW		
City:	Concord		
State/Country:	NORTH CAROLINA		
Postal Code:	28027		
Entity Type:	Limited Liability Company: NORTH CAROLINA		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4301352	FORTILINE
Registration Number:	4316325	FORTILINE WATERWORKS

### CORRESPONDENCE DATA

**Fax Number:** 2127514864

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:** 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 039269-0463

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 07/02/2018

## **Total Attachments: 4**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 2, 2018, is from Barclays Bank PLC, in its capacity as administrative agent and collateral agent for the Secured Parties (the "Agent") to Fortiline, LLC, a North Carolina limited liability company (the "Grantor"). Capitalized terms used herein and not otherwise defined have the meanings specified in the Guaranty and Security Agreement or the Term Loan Agreement, as applicable.

### WITNESSETH:

WHEREAS, the Term Loan Lenders (as defined below) extended credit to MORSCO, Inc. pursuant to that certain Term Loan Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Term Loan Agreement"), by and among MORSCO, Inc., Patriot Supply Intermediate, Inc., the lenders from time to time party thereto (the "Term Loan Lenders"), the Agent and the joint lead arrangers and joint bookrunners party thereto;

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of October 31, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among the Grantor, the other grantors party thereto and the Agent, the Grantor granted a security interest to the Agent in certain collateral;

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor entered into that certain Term Loan Intellectual Property Security Agreement, dated as of October 31, 2016, by and among the Grantor, Morrison Supply Company, LLC and the Agent (the "Trademark Security Agreement"), pursuant to which the Grantor, by reference to the Guaranty and Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title to and interest in, all of the following assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Released Collateral"): (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intentto-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability of such intent-to-use Trademark application under applicable Requirements of Law; and (b) to the extent not captured by the above, all Proceeds of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 6, 2016 at Reel 5936 and Frame 0471;

WHEREAS, the Agent acknowledges full payment or performance, as the case may be, of the Secured Obligations, and accordingly, the Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agent hereby (i) terminates, cancels, releases, and discharges its security interest in the Released Collateral and (ii) reassigns to the Grantor any and all right, title, or interest it may have in the Released Collateral.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Of Security Interest In Trademarks by its duly authorized officer as of the date first above written.

BARCLAYS BANK PLC, as Agent

Name:

Title:

Robert Walsh
Assistant Vice President

[Signature Page to Trademark Release (Fortiline, LLC)]

# Schedule I

# U.S. TRADEMARK REGISTRATIONS

Owner	<u>Mark</u>	Reg. No.
Fortiline, LLC	FORTILINE	4301352
Fortiline, LLC	FORTILINE WATERWORKS	4316325
	FORTILINE (-)	

TRADEMARK
REEL: 006402 FRAME: 0897

**RECORDED: 07/02/2018**