

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		01/04/2021	National Banking Association: OHIO
RECEIVING PARTY DATA			
Name:	Boomerang Tube, LLC		
Street Address:	14567 N. Outer Forty Road, 5th Floor		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Southern Tube LLC		
Street Address:	13500 Industrial Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77015		
Entity Type:	Limited Liability Company: TEXAS		
Name:	Boomerang Tube Holdings, Inc.		
Street Address:	14567 North Outer Forty Road, 5th Floor		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Corporation: DELAWARE		
Name:	BTCSP, LLC		
Street Address:	14567 North Outer Forty Road, 5th Floor		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BT Financing, Inc.		
Street Address:	14567 North Outer Forty Road, 5th Floor		
City:	Chesterfield		

CH \$240.00 4049116

State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4049116	BOOMERANG
Registration Number:	3877205	BOOMERANG
Registration Number:	3880158	BOOMERANG
Registration Number:	4105836	BOOMERANG TUBE
Registration Number:	4105844	BOOMERANG TUBE
Registration Number:	3967830	BOOMERANG TUBE, LLC
Registration Number:	3967829	BOOMERANG TUBE, LLC
Registration Number:	3975879	
Registration Number:	4773378	STL SOUTHERN TUBE LLC

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	01/12/2021

Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (“*Release*”) is granted as of January 4, 2021 by Fifth Third Bank, National Association, as agent (the “*Agent*”) for the banks and financial institutions (the “*Lenders*”) party to the Credit Agreement (as defined in the Security Agreement (as defined below)), in favor of Boomerang Tube, LLC and Southern Tube, LLC (each a “*Borrower*” and collectively the “*Borrowers*”), Boomerang Tube Holdings, Inc., BT Financing, Inc., and BTCSP, LLC (each a “*Guarantor*” and collectively the “*Guarantors*”) (the Borrowers and the Guarantors, each a “*Grantor*” and collectively, the “*Grantors*”); and

WHEREAS, the Grantors are party to a Guaranty and Security Agreement dated as of November 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by and among the Grantors and the Agent, pursuant to which the Grantors granted a security interest to the Agent in all of their right, title and interest in, to and under the Grantors’ Trademarks and Trademark Licenses (each as defined in the Credit Agreement);

WHEREAS, the Grantors have executed and delivered the Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 27, 2018, which was recorded with the United States Patent and Trademark Office on May 8, 2019, at Reel 6640 and Frame 0746 (“*Trademark Agreement*”); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or the Trademark Agreement, as applicable;

WHEREAS, the Agent (acting at the direction of the Lenders) now desires to terminate and discharge fully its interest in the Grantors’ Trademarks and Trademark Licenses described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks and Trademark Licenses identified in Schedule I annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Grantors’ Trademarks and Trademark Licenses. If, and to the extent that the Agent has acquired any right, title and interest in, to, and under the Grantors’ Trademarks and Trademark Licenses, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to each applicable Grantor. The Agent terminates and cancels the Trademark Agreement.

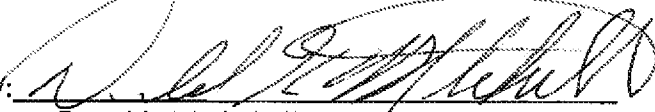
The Agent agrees to take all further actions, and provide to each Grantor and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at the applicable Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release; provided that any such further action shall be without representation or warranty by, or recourse to, the Agent or any Lender. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

This Release may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. This Release and any notices delivered under this Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one Release. Delivery of an executed counterpart of a signature page of this Release and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Release or notice.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION,**
an Ohio banking corporation

By: 

Name: Donald K. Mitchell


Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007160 FRAME: 0636

Acknowledged and agreed:


BOOMERANG TUBE, LLC
as a Grantor

By: 
Name: Thomas J. Edgeller
Title: VP & CFO


SOUTHERN TUBE, LLC
as a Grantor

By: 
Name: Thomas J. Edgeller
Title: VP & CFO


BOOMERANG TUBE HOLDINGS, INC.
as a Grantor

By: 
Name: Thomas J. Edgeller
Title: VP & CFO

BTCSP, LLC
as a Grantor

By: 
Name: Thomas J. Edgeller
Title: VP & CFO

BT FINANCING, INC.
as a Grantor

By: 
Name: Thomas J. Edgeller
Title: VP & CFO

SCHEDULE I


Trademarks and Trademark Licenses

[Attached]

SCHEDULE I

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Filing Date	Registration Date
Boomerang Tube, LLC	BOOMERANG 	RN: 4049116 SN: 85289385	April 7, 2011	November 1, 2011
Boomerang Tube, LLC	BOOMERANG 	RN: 3877205 SN: 77065501	December 15, 2006	November 16, 2010
Boomerang Tube, LLC	BOOMERANG and Design 	RN: 3880158 SN: 77065486	December 15, 2006	November 23, 2010
Boomerang Tube, LLC	BOOMERANG TUBE 	RN: 4105836 SN: 77480498	May 21, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE and Design 	RN: 4105844 SN: 77489840	June 3, 2008	February 28, 2012
Boomerang Tube, LLC	BOOMERANG TUBE, LLC 	RN: 3967830 SN: 85057126	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	BOOMERANG TUBE, LLC and Design 	RN: 3967829 SN: 85057119	June 8, 2010	May 24, 2011
Boomerang Tube, LLC	Design Only 	RN: 3975879 SN: 85048440	May 26, 2010	June 7, 2011

Southern Tube LLC		RN: 4773378 SN: 85951141	June 5, 2013	July 14, 2015
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Trade Names

None.

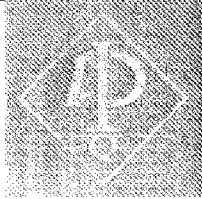
Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

LICENSEE	LICENSOR	COUNTRY/STATE	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
Boomerang Tube, LLC	American Petroleum Institute	U.S.A.		
Boomerang Tube, LLC	Hunting Energy Services Inc.	U.S.A.		