

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks at Reel/Frame No. 5951/0342

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Suntrust Bank, as Administrative Agent		04/16/2018	Corporation: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wolverine Brass, Inc.
<b>Street Address:</b>	2951 East Hwy 501
<b>City:</b>	Conway
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29526
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Plumbmaster, Inc.
<b>Street Address:</b>	2951 East Hwy 501
<b>City:</b>	Conway
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29526
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2935926	BIG ORANGE
<b>Registration Number:</b>	2455061	WOLVERINE BRASS
<b>Registration Number:</b>	2147506	ENDURANCE
<b>Registration Number:</b>	2159480	THE CENTENNIAL COLLECTION
<b>Registration Number:</b>	4886819	ARTIS
<b>Registration Number:</b>	4974761	WOLVERINEBRASS AUTHORIZED PLUMBER
<b>Registration Number:</b>	5050303	THE BEAST
<b>Registration Number:</b>	2906427	GATORSKIN
<b>Registration Number:</b>	2994066	ETERNITY
<b>Registration Number:</b>	4331006	PLUMBMASTER
<b>Registration Number:</b>	4305143	PLUMBMASTER
<b>Registration Number:</b>	4312413	PLUMBMASTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4305147	PLUMBMASTER
Registration Number:	4331010	SUPPLY AMERICA
Registration Number:	4320303	WAREHOUSE SHOPPER
Registration Number:	4320483	STOCK EZ KIT
Registration Number:	4305320	DRAYNAMITE
Registration Number:	4305319	LOOSE-N
Registration Number:	4575776	GATORSKIN
Serial Number:	86819075	FINALE ULTIMATE
Serial Number:	86819264	WOLV-XPEX
Serial Number:	87254873	TIMELESS
Serial Number:	87254857	VOGUE
Serial Number:	86873693	THE BEAST
Serial Number:	86652608	SIMPLICITY

**CORRESPONDENCE DATA**

**Fax Number:** 2138918763

*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.*

**Email:** rhonda.deleon@lw.com

**Correspondent Name:** Latham & Watkins LLP

**Address Line 1:** 355 South Grand Avenue

**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	058516-0013
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	04/17/2018

**Total Attachments: 5**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release"), dated as of April 16, 2018, is made by SUNTRUST BANK, as administrative agent ("Agent") for itself, its successors and permitted assigns, and the Secured Parties (as defined in the Security Agreement referred to below) in favor of Wolverine Brass, Inc., a Delaware corporation ("Wolverine") and Plumbmaster, Inc., a Delaware corporation ("Plumbmaster" and together with Wolverine, collectively the "Grantors" and each a "Grantor").

**WHEREAS**, pursuant to (i) the Guaranty and Security Agreement, dated as of December 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among Professional Plumbing Group, Inc., a Delaware corporation (the "Borrower"), the Grantors, the Agent and the other parties party thereto, and (ii) the Trademark Security Agreement, dated as of December 23, 2016 (the "Trademark Security Agreement"), by and among the Grantors and Agent, the Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the "Trademarks");

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 23, 2016 at Reel 5951 Frame 0342; and

**WHEREAS**, Agent (acting at the direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantors agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement as the context may require.

**SECTION 2. Termination and Release.** The Agent (acting at the direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

(d) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantor's counsel and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

SUNTRUST BANK,  
as Agent

By: V. N. Desai  
Name: Vinay Desai  
Title: Director

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK  
REEL: 006349 FRAME: 0099

**Acknowledged and Agreed**

**PLUMBMASTER, INC.**

By: 

Name: Kyle Pozek

Title: Chief Financial Officer

**WOLVERINE BRASS, INC.**

By: 

Name: Kyle Pozek

Title: Chief Financial Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

## Schedule A

### Trademarks

#### I. REGISTERED TRADEMARKS

Owner	Serial Number	Country	Registration Number	Word Mark
Wolverine Brass, Inc.	76581647	US	2935926	BIG ORANGE
Wolverine Brass, Inc.	75936426	US	2455061	WOLVERINE BRASS
Wolverine Brass, Inc.	75244178	US	2147506	ENDURANCE
Wolverine Brass, Inc.	75120634	US	2159480	THE CENTENNIAL COLLECTION
Wolverine Brass, Inc.	8497357	China	8497357	WB WOLVERINEBRASS
Wolverine Brass, Inc.	86459701	US	4,886,819	ARTIS
Wolverine Brass, Inc.	86640790	US	4974761	WOLVERINEBRASS AUTHORIZED PLUMBER
Wolverine Brass, Inc.	86391861	US	5,050,303	THE BEAST
Plumbmaster, Inc.	78270916	US	2906427	GATORSKIN
Plumbmaster, Inc.	76604247	US	2994066	ETERNITY
Plumbmaster, Inc.	85687167	US	4331006	PLUMBMASTER (Class 8 Hand tools)
Plumbmaster, Inc.	85687163	US	4305143	PLUMBMASTER (Class 9 Electrical Supplies)
Plumbmaster, Inc.	85687224	US	4312413	PLUMBMASTER (Class 11 Plumbing Repair Parts)
Plumbmaster, Inc.	58687190	US	4305147	PLUMBMASTER (Class 6 Metal Hardware)
Plumbmaster, Inc.	85688328	US	4331010	SUPPLY AMERICA
Plumbmaster, Inc.	85688341	US	4320303	WAREHOUSE SHOPPER
Plumbmaster, Inc.	85696806	US	4320483	STOCK EZ KITS
Plumbmaster, Inc.	85696830	US	4305320	DRAYNAMITE
Plumbmaster, Inc.	85696819	US	4305319	LOOSE-N
Plumbmaster, Inc.	86156687	US	4575776	GATORSKIN

#### II. TRADEMARK APPLICATIONS

Owner	Serial Number	Country	Registration Number	Word Mark
Wolverine Brass, Inc.	86819075	US		FINALE ULTIMATE
Wolverine Brass, Inc.	86819264	US		WOLV-XPEX
Wolverine Brass, Inc.	87254873	US		TIMELESS
Wolverine Brass, Inc.	87254857	US		VOGUE
Wolverine Brass, Inc.	86873693	US		THE BEAST
Wolverine Brass, Inc.	86652608	US		SIMPLICITY