

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL BANK OF CANADA		05/28/2021	National Banking Association: CANADA
RECEIVING PARTY DATA			
Name:	Solmax Geosynthetics, LLC, formerly known as GSE Environmental, LLC		
Street Address:	19103 Gundle Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77073		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3561584	BENTOLINER	
Registration Number:	3481155	BIODRAIN	
Registration Number:	5165491	COALDRAIN	
Registration Number:	5165493	COALTEX	
Registration Number:	1631615	FABRI-NET	
Registration Number:	2084594	GSE	
Registration Number:	2084598	GSE	
Registration Number:	1665849	GUNDSEAL	
Registration Number:	1803267	GUNDWALL	
Registration Number:	3333150	PERMANET	
Registration Number:	2175804	STUDLINER	
Registration Number:	3527944	TRX	
Registration Number:	1764509	ULTRAFLEX	
Serial Number:	87342368	ROADRAIN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			

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Phone: 216-586-3939
Email: ogidalevitz@jonesday.com, pcyngier@jonesday.com
Correspondent Name: Olga Gidalevitz/Jones Day
Address Line 1: 77 West Wacker Drive, Suite 3500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	242275-600002
NAME OF SUBMITTER:	OLGA GIDALEVITZ
SIGNATURE:	/OLGA GIDALEVITZ/
DATE SIGNED:	06/01/2021

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of May 28, 2021, by National Bank of Canada, as administrative agent (in such capacity and together with its permitted assignees and any successors, the “Secured Party”) for the benefit of Solmax Geosynthetics, LLC, formerly known as GSE Environmental, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Secured Party are parties to that certain (i) Credit Agreement, dated as of December 20, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) Pledge and Security Agreement, dated as of December 20, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”); and (iii) Trademark Security Agreement, dated as of January 24, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Secured Party for itself and the Finance Parties, a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement), including each :

WHEREAS, the Grantor and the Secured Party are parties to that certain (i) Credit Agreement, dated as of February 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) Security Agreement, dated as of April 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and (iii) Trademark Security Agreement, dated as of February 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Secured Party for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 6, 2018 at Reel 6267 and Frame 0691; and

WHEREAS, Grantor has requested that the Secured Party release, and the Secured Party is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. The Secured Party does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys any and all right, title or interest of the Secured Party in the Trademark Collateral to the Grantor.

2. The Secured Party, on behalf of itself and the Finance Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. 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.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

National Bank of Canada, as Secured Party

By: 
Name: Yassine Tnani
Title: Director

By: 
Name: Julien Groleau-Hamel
Title: Director Potfolio Management

SCHEDULE I to the Release of Patent Security Agreement

UNITED STATES TRADEMARKS:

Active Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>Assignee</u>
BENTOLINER	77/054,595	Nov. 30, 2006	3561584	Jan. 13, 2009	GSE Environmental, LLC
BIODRAIN	76/678,917	June 29, 2007	3481155	Aug. 5, 2008	GSE Environmental, LLC
COALDRAIN	87/127,094	Aug. 4, 2016	5165491	Mar. 21, 2017	GSE Environmental, LLC
COALTEX	87/127,119	Aug. 4, 2016	5165493	Mar. 21, 2017	GSE Environmental, LLC
FABRI-NET	74/048,861	Apr. 13, 1990	1631615	Jan. 15, 1991	GES Environmental LLC
GSE	74/704,227	July 21, 1995	2084594	July 29, 1997	GSE Environmental, LLC
GSE 	74/706,341	July 26, 1995	2084598	July 29, 1997	GSE Environmental, LLC
GUNDSEAL	74/049,279	April 16, 1990	1665849	Nov. 26, 1991	GSE Environmental, LLC
GUNDWALL	74/337543	Dec. 7, 1992	1803267	Nov. 9, 1993	GSE Environmental, LLC
PERMANET	76/651,443	Nov. 28, 2005	3333150	Nov. 13, 2007	GSE Environmental, LLC
STUDLINER	75/108,474	May 23, 1996	2175804	July 21, 1998	GSE Environmental, LLC

TRX	76/678,048	Jun. 11, 2007	3527944	Nov. 04, 2008	GSE Environmental, LLC
ULTRAFLEX	74/259,630	Mar. 27, 1992	1764509	Apr. 13, 1993	GSE Environmental, LLC

OTHER TRADEMARKS:

Active Trademarks and Trademark Applications

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>
ROADRAIN	87/342,368	Feb. 20, 2017	GSE Environmental, LLC