

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM718361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/31/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Steel & O'Brien Manufacturing, Inc.		
Street Address:	7869 Route 98		
City:	Arcade		
State/Country:	NEW YORK		
Postal Code:	14009		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3170383	TOP-FLO	
Registration Number:	2687961	BIOFLO	
Registration Number:	2687960	BIOPRO	
Registration Number:	1812713	TOP-FLO	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	AGW-430		
NAME OF SUBMITTER:	Ronald M. Duvernay		
SIGNATURE:	/r duvernay/		
DATE SIGNED:	04/01/2022		
Total Attachments: 4			

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the “Termination and Release”) made as of March 31, 2022, by ARES CAPITAL CORPORATION (“ARCC”) in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Collateral Agent”) to Steel & O’Brien Manufacturing, Inc. (the “Grantor”). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the Loan Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Credit Agreement, dated as of November 21, 2018 (as amended, the “Credit Agreement”) among Flow Control Holdings, LLC, Flow Control Solutions, Inc., a Delaware corporation, the other Loan Parties signatory thereto, the Lenders from time to time party thereto, ARCC, as administrative agent for the Lenders, and the Collateral Agent; (B) Security Agreement dated as of November 21, 2018 (as amended, the “Security Agreement”) in favor of the Collateral Agent; and (C) Trademark Security Agreement, dated as of July 31, 2020, by the Grantor in favor of the Collateral Agent (the “Trademark Security Agreement”), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, among other things, (i) all of its Trademarks and Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those listed on Schedule 1 attached to the Trademark Security Agreement; (ii) all renewals and extensions of the foregoing, (iii) all goodwill associated with such Trademarks; and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 7035, Frame 0150 on August 27, 2020;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Collateral Agent, for the benefit of the Secured Parties, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.

2. The Collateral Agent hereby agrees, at the expense of the Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Collateral Agent’s security interest in the Trademark Collateral.

3. The Collateral Agent authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]

IN WITNESS WHEREOF, Collateral Agent, for the benefit of the Secured Parties, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Registration Number	File Date	Registration Date
TOP-FLO	3170383	7/23/2004	11/14/2006
BIOFLO	2687961	2/21/2001	2/18/2003
BIOPRO	2687960	2/12/2001	2/18/2003
TOP-FLO	1812713	10/02/1992	12/21/1993

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.