

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Administrative Agent		02/10/2014	AG: SWITZERLAND

RECEIVING PARTY DATA

Name:	CONTINENTAL BUILDING PRODUCTS OPERATING COMPANY, LLC (F/K/A CONTINENTAL BUILDING PRODUCTS LLC)
Street Address:	12018 Sunrise Valley Drive
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20191
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2759774	CLASSIC COAT
Registration Number:	2505424	FIRE WATERCHECK
Registration Number:	2254925	FIRECHECK
Registration Number:	2945324	L5
Registration Number:	2825850	L5
Registration Number:	4126855	LIFTLITE
Registration Number:	3353487	MOLD DEFENSE
Registration Number:	2701067	PROTECTA
Registration Number:	3448360	RAPID COAT
Registration Number:	3547893	RAPID COAT LOW DUST
Registration Number:	2823645	RAPID DECO
Registration Number:	2489194	RAPID JOINT

OP \$465.00 2759774

Registration Number:	2309014	SAGCHECK
Registration Number:	2220303	WATERCHECK
Registration Number:	3741034	WEATHER DEFENSE
Registration Number:	3831431	W DFZ
Registration Number:	3831442	M DFZ
Serial Number:	86000722	CONTINENTAL

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39246
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/12/2014

Total Attachments: 4
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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF SECOND LIEN TRADEMARK SECURITY INTEREST dated as of February 10, 2014 (this "**Release**") is made by Credit Suisse AG, as second lien administrative agent (the "**Second Lien Administrative Agent**") acting for the benefit of the Secured Parties. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement or the Second Lien Guarantee and Collateral Agreement, as applicable, referred to below.

A. Reference is made to the Second Lien Credit Agreement dated as of August 30, 2013 (as amended, supplemented or otherwise modified through the date hereof, the "**Second Lien Credit Agreement**"), among Continental Building Products, Inc. (f/k/a LSF8 Gypsum Holdings Company, LLC) ("**Holdings**"), Continental Building Products Operating Company, LLC (f/k/a Continental Building Products LLC) (the "**Borrower**"), the Lenders from time to time party thereto, and the Second Lien Administrative Agent.

B. Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of August 30, 2013 (the "**Second Lien Security Agreement**"), among Holdings, the Borrower, the Subsidiaries party thereto and the Second Lien Administrative Agent.

C. Reference is made to the Second Lien Trademark Security Agreement dated as of August 30, 2013 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Second Lien Trademark Security Agreement**"), between the Borrower (the "**Trademark Grantor**") and the Second Lien Administrative Agent, pursuant to which the Trademark Grantor granted a security interest to the Second Lien Administrative Agent, for the benefit of the Secured Parties, in, among other things, all right, title and interest of the Trademark Grantor in the trademarks, trademark applications and trademark licenses set forth on Schedule I hereto (the "**Released Trademarks**"), which security interest was recorded with the United States Patent & Trademark Office as of October 2, 2013 at Reel/Frame 5122/0574.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Second Lien Credit Agreement, and the release of certain security interests under the Loan Documents, the Trademark Grantor has informed the Second Lien Administrative Agent of its desire to obtain the release of all right, title and interest of the Second Lien Administrative Agent, for the benefit of the Secured Parties and each other grantee or beneficiary, in and to the Released Trademarks granted under the Second Lien Trademark Security Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Administrative Agent hereby terminates, releases and discharges all right, title and interest (including, without limitation, security interests) of the Second Lien Administrative Agent in and to the Released Trademarks.

The Second Lien Administrative Agent hereby assigns, transfers and sets over to the Trademark Grantor all right, title and interest that the Second Lien Administrative Agent has in or to the Released Trademarks under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement.

The Second Lien Administrative Agent agrees to perform all further acts and execute and deliver, at the Borrower's sole expense, all further documents and/or instruments that may be necessary to carry out the provisions of this Release. The execution and delivery of documents or instruments, including this Release, shall be without recourse to, or representation or warranty by, the Second Lien Administrative Agent.

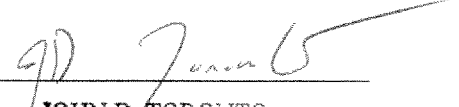
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE SECOND LIEN ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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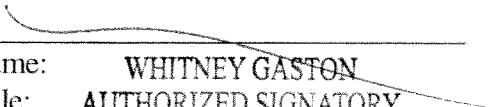
IN WITNESS WHEREOF, the Second Lien Administrative Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Second Lien
Administrative Agent,

by


Name: **JOHN D. TORONTO**
Title: **AUTHORIZED SIGNATORY**

by


Name: **WHITNEY GASTON**
Title: **AUTHORIZED SIGNATORY**

[Signature Page to Trademark Release]

Schedule I

Registered Owner	Trademark	Registration No.	Registration Date	Expiration Date (if applicable)
Continental Building Products LLC	Classic Coat	2759774	9/2/2003	N/A
Continental Building Products LLC	Fire WaterCheck	2505424	11/6/2001	N/A
Continental Building Products LLC	Firecheck	2254925	6/22/1999	N/A
Continental Building Products LLC	L5	2945324	4/26/2005	N/A
Continental Building Products LLC	L5	2825850	3/23/2004	N/A
Continental Building Products LLC	LiftLite	4126855	4/10/2012	N/A
Continental Building Products LLC	Mold Defense	3353487	12/11/2007	N/A
Continental Building Products LLC	Protecta	2701067	3/25/2003	N/A
Continental Building Products LLC	Rapid Coat	3448360	6/17/2008	N/A
Continental Building Products LLC	Rapid Coat Low Dust	3547893	12/16/2008	N/A
Continental Building Products LLC	Rapid Deco	2823645	3/16/2004	N/A
Continental Building Products LLC	Rapid Joint	2489194	9/11/2001	N/A
Continental Building Products LLC	SagCheck	2309014	1/18/2000	N/A
Continental Building Products LLC	WaterCheck	2220303	1/26/1999	N/A
Continental Building Products LLC	Weather Defense	3741034	1/19/2010	N/A
Continental Building Products LLC	W Dfz	3831431	8/10/2010	N/A
Continental Building Products LLC	M Dfz	3831442	8/10/2010	N/A
Continental Building Products LLC	Continental	Serial # 86000722 (pending application)	Application date: July 2, 2013	N/A