TRADEMARK ASSIGNMENT COVER SHEET

# Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lloyds Bank plc		03/31/2014	Public Limited Companu: UNITED KINGDOM

## **RECEIVING PARTY DATA**

Name:	Lone Star Fasteners, L.P.		
Street Address:	24131 HARDY ROAD		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77383		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3699428	EPS
Registration Number:	1783219	L
Registration Number:	2040950	1.
Registration Number:	3738733	LONESTAR
Registration Number:	1764035	PCI-3
Registration Number:	3696329	PRD
Registration Number:	3737831	PURE-TEX
Registration Number:	3603261	TME
Registration Number:	3669908	LSF

# **CORRESPONDENCE DATA**

Fax Number: 2156562498

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: 215-656-3381

pto.phil@dlapiper.com Email:

IP GROUP OF DLA PIPER LLP (US) **Correspondent Name:** 

Address Line 1: ONE LIBERTY PLACE

1650 MARKET ST. SUITE 4900 Address Line 2:

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

> **TRADEMARK** REEL: 005247 FRAME: 0060

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ATTORNEY DOCKET NUMBER:	(370621-000014)		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	03/31/2014		
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif			

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TRADEMARK
REEL: 005247 FRAME: 0061

# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This is a Release of Security Interest in Intellectual Property Rights ("**Release**"), entered into this 31<sup>st</sup> day of March, 2014, by:

Lloyds Bank plc (formerly known as Lloyds TSB Bank plc) (as security trustee for the Secured Parties) (the "Security Agent");

in favor of:

LSP Holding (UK) Ltd, (a company registered under the laws of England and Wales with registration number 07318744, for itself and as agent for each Obligor (the "Obligor's Agent") and Lone Star Fasteners, L.P. (the "Debtor"), as an Obligor.

WHEREAS, the Security Agent and Obligor's Agent are, contemporaneously with the execution of this Release, entering into a Global Deed of Release, whereby the Security Agent on behalf of the Secured Parties releases each Obligor from all of its obligations and liabilities under the senior Facilities Agreement and Finance Documents and terminates, releases and discharges all of the charges, liens, pledges, security interests, encumbrances, mortgages and other security constituted by the Transaction Security Documents and each other Released Document (the "Deed");

WHEREAS, the Security Agent and Debtor entered into an agreement titled *Trademark Security Agreement*, dated August 31, 2010 (the "Security Agreement"), wherein Debtor collaterally assigned and granted to the Security Agent a security interest in all of Debtor's Trademark Collateral (as defined in the Security Agreement), including without limitation the trademarks listed on Exhibit A (the "Trademarks");

WHEREAS, the capitalized terms used, but not defined, herein are defined in the Deed; and

WHEREAS, the Security Agent and Obligor's Agent are desirous of terminating the Security Agreement, releasing the security interest in certain assets of the Security Agent created therein, and assigning any rights Security Agent may have acquired in such assets, including the Trademark Collateral and Trademarks, back to Debtor.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Security Agent agrees as follows:

1. The Security Agreement is terminated, the security interest created therein is released in its entirety, and any rights of the Security Agent in the Trademark Collateral and Trademarks are assigned to Debtor without any representations or warranties as to title or any other matter whatsoever.

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- 2. Debtor or its assignees, including Lone Star Fasteners, LLC, presently and hereafter hold(s) title to the Trademark Collateral and Trademarks in the same manner as would have been the case if the Security Agreement had never been entered into.
- 3. Any provision of this Release which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Release invalid, illegal, or unenforceable in any other jurisdiction.
- 4. This Release shall be binding upon Security Agent and its respective successors and assigns, and shall inure to the benefit of the Debtor and Debtor's heirs, administrators, successors and assigns.
- 5. This Release shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

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IN WITNESS WHEREOF, Security Agent has caused this Release to be executed by its duly authorized officer on the date first set forth above.

### THE SECURITY AGENT

EXECUTED as a DEED by LLOYDS BANK PLC (formerly known as Lloyds TSB Bank plc) acting by its duly authorised attorney

Signature of Attorney

Name of Attorney

in the presence of:

Signature of witness

Name of witness JACK CHERTON

Address of witness 2Ne FLOOR, 125 COLMORE ROW,

BIRMINGHAM, B3 3SF

Occupation of witness ASSOCIATE RELATIONISTIP

MANAGER

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# EXHIBIT A TO RELEASE – TRADEMARKS

# **US Trademarks of the Debtor**

Mark	Country	Registration No.	Status
EPS	US	3,699,428	Registered
**	US	1,783,219	Registered
l.	US	2,040,950	Registered
ALONESTAR	US	3,738,733	Registered
LSF	US	3,669,908	Registered
PCI-3	US	1,764,035	Registered
PRD	US	3,696,329	Registered
PURE-TEX	US	3,737,831	Registered
TME	US	3,603,261	Registered

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RECORDED: 03/31/2014