

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350146

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 4756/FRAME 0879 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WELLS FARGO CAPITAL FINANCE, LLC | | 07/31/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Probuild Holdings, Inc. | | |
| Street Address: | 2001 Bryan Street | | |
| Internal Address: | Suite 1600 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3616471 | PRO-BUILD | |
| Registration Number: | 3756050 | PROLOCK | |
| Registration Number: | 3695147 | PROEARTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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: | 2124464800 | | |
| Email: | michelle.nowicki@kirkland.com | | |
| Correspondent Name: | Kirkland & Ellis LLP | | |
| Address Line 1: | Attn Hayley Smith, Sr. Legal Assistant | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 31223-111 (HS) | | |
| NAME OF SUBMITTER: | Hayley Smith | | |
| SIGNATURE: | /HAYLEY SMITH/ | | |
| DATE SIGNED: | 08/03/2015 | | |

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of July 31, 2015 and granted by Wells Fargo Capital Finance, LLC, in its capacity as agent (in such capacity, the “Secured Party”) pursuant to the Amended and Restated Loan and Security Agreement dated as of March 12, 2012, among Probuild Holdings, Inc. (the “Debtor”), and certain affiliates of the Debtor (together with the Debtor, collectively, each a “Borrower” and collectively, “Borrowers”), and the Secured Party (the “Loan Agreement”) and the Amended and Restated Trademark Collateral Assignment and Security Agreement dated as of March 12, 2012, between Debtor and the Secured Party (the “Trademark Security Agreement” and together with the Loan Agreement, the “Security Agreements”), in favor of the Debtor. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Trademark Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreements, the Borrowers granted to the Secured Party a continuing security interest in and a general lien upon and to all of its right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all goodwill associated with such Trademarks and all proceeds of any and all of the foregoing (as further defined in the Trademark Security Agreement, collectively, the “Collateral”);

WHEREAS the Trademark Security Agreement has been recorded with the U.S. Trademark and Patent Office on April 12, 2012 at Reel 4756, Frame 0879; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, cancels, re-pledges, reassigns and releases to the Debtor any and all rights, title, interest, liens and security interests in all Collateral, all goodwill associated with such Trademarks, without representation, warranty or recourse to Agent or Secured Parties of any kind.


If and to the extent the Secured Party has acquired any right, title or interest to any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Debtor, including, but not limited to, any and all rights to sue for and collect damages for past infringements, without representation, warranty or recourse to Agent or Secured Parties of any kind.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

WELLS FARGO CAPITAL FINANCE, LLC,
as Secured Party

By: 
Name: Willis A. Williams
Title: Vice President

[Trademarks Release Signature Page]

TRADEMARK
REEL: 005591 FRAME: 0128

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

| REGISTRATION DATE | REGISTRATION NUMBER | TRADEMARK |
|----------------------|------------------------|-----------|
| May 5, 2009 | 3616471 | PRO-BUILD |
| March 2, 2010 | 3756050 | PROLOCK |
| October 13, 2009 | 3695147 | PROEARTH |