

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL 3607/FRAME 0977

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC	FORMERLY Wachovia Capital Finance Corporation (New England)	07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Pro-Build 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: 5

Property Type	Number	Word Mark
Registration Number:	3619743	PRO-BUILD
Registration Number:	3616471	PRO-BUILD
Registration Number:	3631873	PRO-BUILD
Serial Number:	77016132	PRO-BUILD
Registration Number:	1262713	PROBUILD

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

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

TRADEMARK

SIGNATURE:	/HAYLEY SMITH/
DATE SIGNED:	08/03/2015
Total Attachments: 3 source=ProBuild - Trademark Release Wachovia 3607-0977 (Executed) (2)#page1.tif source=ProBuild - Trademark Release Wachovia 3607-0977 (Executed) (2)#page2.tif source=ProBuild - Trademark Release Wachovia 3607-0977 (Executed) (2)#page3.tif	

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, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (New England), in its capacity as agent (in such capacity, the “Agent”) pursuant to the Loan and Security Agreement dated as of August 3, 2007, among Pro-Build Holdings, Inc., (the “Debtor”), and certain affiliates of the Debtor (together with the Debtor, collectively, each a “Borrower” and collectively, “Borrowers”), and the Agent (the “Loan Agreement”) and the Trademark Collateral Assignment and Security Agreement dated as of August 3, 2007, among the Borrowers party thereto and the Agent (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 Agent 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 Assignment Division of the U.S. Patent and Trademark Office on August 23, 2007 at Reel Number 3607, Frame Number 0977; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Debtor any and all goodwill, 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 Agent 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 Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date set forth above.

WELLS FARGO CAPITAL FINANCE, LLC, successor
by merger to WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as Agent

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

[Trademarks Release Signature Page]

TRADEMARK
REEL: 005591 FRAME: 0157

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

REGISTRATION DATE	APPLICATION/ (REGISTRATION NUMBER)	TRADEMARK
October 6, 2006	77016122 (3619743)	Pro-Build
October 6, 2006	77016131 (3616471)	Pro-Build
October 6, 2006	77016137 (3631873)	Pro-Build
October 6, 2006	77016132	Pro-Build
December 27, 1983	1262713	Probuild

Trademark Applications:

None.