

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Volkart America, Inc.		10/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Earthstone International LLC		
Street Address:	1197 Parkway Drive		
City:	Santa Fe		
State/Country:	NEW MEXICO		
Postal Code:	87507		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	76090946	BODYSTONE	
Serial Number:	76207741	POWERSTONE	
Registration Number:	2232475	SAND QUIK	
Registration Number:	2159760	INCREDI-BLOCK	
Registration Number:	2200002	WE RUB THE EARTH THE RIGHT WAY	
Registration Number:	2441172	EARTHSTONE	
Registration Number:	2459853	GRILLSTONE	
Registration Number:	2352507	QUIK SAND	
Registration Number:	2541697	ECOMAX	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	317-713-3412		
Email:	twhite@taftlaw.com		
Correspondent Name:	Tiffini Shaw-White, Paralegal		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	EAR07-GN001		

OP \$240.00 76090946

NAME OF SUBMITTER:	Tiffini Shaw-White, Paralegal
SIGNATURE:	/ Tiffini Shaw-White, Paralegal /
DATE SIGNED:	11/10/2015
Total Attachments: 3 source=Earthstone Intl - Release for TM Sec Interests - Volkart America 10.20.15#page1.tif source=Earthstone Intl - Release for TM Sec Interests - Volkart America 10.20.15#page2.tif source=Earthstone Intl - Release for TM Sec Interests - Volkart America 10.20.15#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of October 20, 2015 and granted by Volkart America, Inc. (the "**Secured Party**"), in favor of Earthstone International LLC (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Assignment and Grant (the "**Security Agreement**"), the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002585, Frame 0054 on September 17, 2002; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party, its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**");

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right to use any Trademarks;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

VOLKART AMERICA, INC.

By: M. RL
Name: MARC REINHART
Title: BOARD MEMBER
Address for Notices: 6840 North First Avenue
Phoenix, AZ 85013

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Application No.(s)

- 1) 76/090,946
- 2) 76/207,741

Trademark Registration No.(s)

- 1) 2,232,475
- 2) 2,159,760
- 3) 2,220,002
- 4) 2,441,172
- 5) 2,459,853
- 6) 2,352,507
- 7) 2,541,697