

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366781

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Bank Trustees Limited		10/26/2015	LIMITED LIABILITY COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ibstock Brick Limited		
<b>Street Address:</b>	Leicester Road, Ibstock		
<b>City:</b>	Leicestershire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	LE676HS		
<b>Entity Type:</b>	limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86567070	IBSTOCK BUILDING PRODUCTS BUILDING A FAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159848300		
<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>			
<b>Phone:</b>	4159848200		
<b>Email:</b>	sfrademarks@nixonpeabody.com		
<b>Correspondent Name:</b>	Nixon Peabody LLP		
<b>Address Line 1:</b>	P.O. Box 26769		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94126-6769		
<b>ATTORNEY DOCKET NUMBER:</b>	51039-000008		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Marlene Williams/Nixon Peabody LLP		
<b>Address Line 1:</b>	P.O. Box 26769		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94126-6769		
<b>NAME OF SUBMITTER:</b>	Marlene J. Williams		
<b>SIGNATURE:</b>	/mjw/		
<b>DATE SIGNED:</b>	12/22/2015		

CH \$40.00 86567070

**Total Attachments: 9**

source=USA - Release of Security - Trade Marks#page1.tif

source=USA - Release of Security - Trade Marks#page2.tif

source=USA - Release of Security - Trade Marks#page3.tif

source=USA - Release of Security - Trade Marks#page4.tif

source=USA - Release of Security - Trade Marks#page5.tif

source=USA - Release of Security - Trade Marks#page6.tif

source=USA - Release of Security - Trade Marks#page7.tif

source=USA - Release of Security - Trade Marks#page8.tif

source=USA - Release of Security - Trade Marks#page9.tif

This Deed is made on 26 October 2015.

**Between:**

- (1) **U.S. Bank Trustees Limited**, a limited liability company incorporated under the laws of English and Wales and with registration number 02379632 with its office at 125 Old Broad Street, London, EC2N 1AR, United Kingdom, as Security Agent for the Secured Parties (the "Security Agent");
- (2) **Elavon Financial Services Limited**, a limited liability company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Block E, Cherrywood Business Park, Loughlinstown, Dublin, Ireland acting through its UK Branch (registered number BR009373) from its offices at 5th Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom as senior agent (the "Senior Agent");
- (3) **Lloyds Bank plc**, as revolving credit facility agent (the "Revolving Credit Facility Agent"); and
- (4) The Companies listed in Schedule 1 (*Security Providers*) (the "Security Providers").

**Recitals:**

- (A) Pursuant to the security documents listed in Schedule 2 (*Security Documents*) (the "Security Documents") the property, assets and undertaking of the Security Providers described in the Security Documents (the "Assets") were charged to the Security Agent to secure the payment and discharge of the Secured Obligations.
- (B) In consideration of the irrevocable and unconditional discharge of the Secured Obligations, the Security Agent has agreed to release and discharge all and any security rights which it has over the Assets on the terms and conditions set out in this Deed.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**It is agreed as follows:**

**1. Interpretation**

**1.1 Definitions**

In this Deed:

"**Collateral**" has the meaning given to it in the Jersey Share Security Agreement.

"**Effective Time**" means the earliest time at which both:

- (a) the Senior Agent has provided the SFA Confirmation; and
- (b) the Revolving Credit Facility Agent has provided the RCF Confirmation,

in each case, to the Security Agent, the Parent and the RE Security Providers.

"**Effective Time Confirmation**" means confirmation, which on occurrence of the Effective Time, the Security Agent shall promptly serve on the Senior Agent, the Revolving Credit Facility Agent, the Parent and the RE Security Providers.

"RCF Confirmation" has the meaning given to it in Clause 3.1(b) (*Receipt of Redemption Amounts*).

"RCF Redemption Account" means the account with:

Bank: Lloyds Bank PLC  
Swift Code: LOYDGB2L  
Beneficiary: Loans Administration Dept (Account number: 00002727 / Ref: LLO)

"RCF Redemption Amount" means the funds required to discharge all of the Secured Obligations under the Revolving Credit Facility Documents, being £82,219.32.

"RE Security Providers" means the companies listed in Part 2 of Schedule 1 (*Security Providers*).

"Senior Redemption Account" means the account with:

Bank: Deutsche Bank London  
Swift Code: DEUTGB2L  
IBAN: GB69DEUT40508117703603  
Beneficiary: Elavon Financial Services Limited, London (Ref: 732285-01 FIGGS UK LTD GBP AC)

"Senior Redemption Amount" means the funds required to discharge all of the Secured Obligations under the Senior Finance Documents, being £283,605,472.81.

"SFA Confirmation" has the meaning given to it in Clause 3.1(a) (*Receipt of Redemption Amounts*).

## 1.2 Construction

Unless the context otherwise requires or unless otherwise expressly defined in this Deed, words and expressions defined (or expressed to be subject to a particular construction) in:

- (a) the Security Documents; and
- (b) the intercreditor agreement dated 13 February 2015 made between, amongst others, Figgs Newco Limited, the Security Agent, the Senior Agent as defined therein and the Revolving Credit Facility Agent as defined therein (the "Intercreditor Agreement"),

shall have the same meaning (or be subject to the same construction) when used in this Deed.

## 2. Release

### 2.1 Release and Discharge

Without prejudice to Clause 2.2 (*Jersey Law Release and Discharge*) below, upon the occurrence of the Effective Time, the Security Agent hereby irrevocably and unconditionally:

- (a) discharges and releases to each Security Provider its respective right, title and interest in and to the Assets as at the Effective Time;
- (b) reassigns and/or retransfers to each Security Provider any Assets assigned and/or transferred by way of security to the Security Agent by and pursuant to the Security Documents;

- (c) discharges and releases each Security Provider from all its obligations to the Security Agent under the Security Documents in respect of the Assets;
- (d) together with the Senior Agent, discharges and releases each Security Provider which is a party to the Senior Facilities Agreement from the guarantee and indemnity contained in clause 19 (*Guarantee and Indemnity*) of the Senior Facilities Agreement; and
- (e) together with the Revolving Credit Facility Agent, discharges and releases each Security Provider which is a party to the Revolving Credit Facility Agreement from the guarantee and indemnity contained in clause 23 (*Guarantee and Indemnity*) of the Revolving Credit Facility Agreement.
- (f) agrees that it will promptly (on the same Business Day as the Effective Time, provided the Effective Time occurs before 3.00 pm (London time) on the relevant date, otherwise on the next Business Day) return to the Parent (or as it may otherwise direct) any share certificates, stock transfer forms, other documents of title (or equivalent documents) held by it in relation to the Security Documents to which it is a party.

## 2.2 Jersey Law Release and Discharge

Upon the occurrence of the Effective Time, the Security Agent hereby irrevocably and unconditionally:

- (a) releases the Collateral as at the Effective Time from the security interests created by the Jersey Grantor under the Jersey Share Security Agreement, such that the security interests created under the Jersey Share Security Agreement are extinguished;
- (b) releases the Jersey Grantor from all its covenants, liabilities and obligations under the Jersey Share Security Agreement, such that the Jersey Share Security Agreement and any written notices delivered to third parties under the Jersey Share Security Agreement are terminated;
- (c) reassigns to the Jersey Grantor all or any part of the Collateral as at the Effective Time (if any) assigned to the Security Agent under the Jersey Share Security Agreement;
- (d) agrees that it shall deliver to the Jersey Grantor promptly (on the same Business Day as the Effective Time, provided the Effective Time occurs before 3.00 pm (London time) on the relevant date, otherwise on the next Business Day) any certificates of title in respect of the Collateral as at the Effective Time, together with any signed but undated stock transfer forms, delivered to it under the Jersey Share Security Agreement;
- (e) agrees that the Security Agent does not have control (as defined in the Security Interests (Jersey) Law 2012) over any Collateral as at the Effective Time; and
- (f) agrees to register a financing change statement on or promptly after the Effective Time discharging the registration of the security interests created under the Jersey Share Security Agreement from the Jersey Security Interests Register.

**Schedule 1**

**Security Providers**

Name	State of Incorporation	Registration Number	Registered Office
<b>Part 1 - Obligor Security Providers</b>			
Figgs Newco Limited	England and Wales	09332892	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Ibstock Building Products Limited (formerly known as Figgs UK Limited)	England and Wales	09329395	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Figgs Bidco Limited	England and Wales	09332893	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Figgs Bidco 2 Limited	England and Wales	09415340	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Ibstock Group Limited	England and Wales	00984268	Leicester Road Ibstock Leicestershire LE67 6HS
Forticrete Limited	England and Wales	00221210	Leicester Road Ibstock Leicestershire LE67 6HS
Baldwin Industries Limited	England and Wales	01516334	Leicester Road Ibstock Leicestershire LE67 6HS
Anderton Concrete Products Limited	England and Wales	01900103	Leicester Road Ibstock Leicestershire LE67 6HS
Oakhill Holdings Limited	England and Wales	04077204	Leicester Road Ibstock Leicestershire LE67 6HS

Supreme Concrete Limited	England and Wales	01410463	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Brick Holding Company Limited (formerly known as Ibstock Building Products Limited)	England and Wales	00784339	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Leasing Limited	England and Wales	05378321	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Management Services Limited	Jersey	11953	47 Esplanade St Helier Jersey JE1 0BD
Ibstock Brick Limited	England and Wales	00063230	Leicester Road Ibstock Leicestershire LE67 6HS
<b>Part 2 - RE Security Providers</b>			
Ibstock Brick Cattybrook Limited	England and Wales	00011298	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Westbrick Limited	England and Wales	01606990	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Brick Leicester Limited	England and Wales	00106667	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Bricks (1996) Limited	England and Wales	00246855	Leicester Road Ibstock Leicestershire LE67 6HS

**Schedule 2**

**Security Documents**

Jurisdiction	Description of Security Document
1. <b>England and Wales</b>	Debenture dated 26 February 2015 between Figs Newco Limited, Istock Building Productions Limited (formerly known as Figs UK Limited), Figs Bidco Limited and Figs Bidco 2 Limited as chargors, and the Security Agent (the "Debenture").
	Debenture dated 29 April 2015 between Figs Newco Limited as parent, Istock Group Limited, Forticrete Limited, Baldwin Industries Limited, Anderton Concrete Products Limited, Oakhill Holdings Limited, Supreme Concrete Limited, Istock Brick Holding Company Limited (formerly known as Istock Building Products Limited), Istock Leasing Limited, Istock Management Services Limited and Istock Brick Limited as chargors, Istock Brick Cattybrook Limited, Istock Westbrick Limited, Istock Brick Leicester Limited and Istock Bricks (1996) Limited as RE security providers and the Security Agent (the "Istock Group Debenture").
2. <b>New York</b>	Share Pledge Agreement dated 19 March 2015 in relation to Glen Gery Corporation (a Delaware corporation, registered number 2546887) between Figs Bidco 2 Limited as grantor and the Security Agent (the "NY Share Pledge").
3. <b>Jersey</b>	Share Security Agreement dated 24 April 2015 in relation to Istock Management Services Limited between Istock Brick Holding Company Limited (formerly known as Istock Building Products Limited) as grantor (the "Jersey Grantor") and the Security Agent (the "Jersey Share Security Agreement").




Chargor	Description / Title	Country	Application /Registration Number	Filing Date	Status	Nice classification
	figurative marks)					
Forticrete Limited	DP8	UK	3078443	23/10/2014	Registered	19
Forticrete Limited	Vision 3 (figurative)	European Community	7,022,478	27/06/2008	Registered	19
Forticrete Limited	Centurion	Ireland	81797	14/03/1973	Registered	19
Forticrete Limited	Vision 3 (figurative)	US	3849242	27/06/2008	Registered	19
Ibstock Brick Limited	Brickmiles	European Community	006076161	06/07/2007	Registered	19, 37, 42
Ibstock Brick Limited	Ecowall	European Community	008873499	10/02/2010	Registered	19
Ibstock Brick Limited	Hathernware	European Community	003926714	09/07/2004	Registered	19, 37, 42
Ibstock Brick Limited	Ibstock Building Products Building a Family of Exceptional Brands (figurative mark)	US	86567070	17/03/2015	Application Filed	19, 42
Ibstock Brick Limited	Ibstock Brick Limited – Innovators in Clay (figurative mark)	European Community	003442928	24/10/2003	Registered	19, 42
Ibstock Brick Limited	Tradesman	European Community	004697728	21/10/2015	Registered	19

Signatories

**The Security Providers**

**FIGGS NEWCO LIMITED** for itself, as Parent, and as agent for the Security Providers (other than the RE Security Providers) pursuant to clause 2.6 (*Obligors' Agent*) of the Senior Facilities Agreement and clause 2.4 (*Obligors' Agent*) of the Revolving Credit Facility Agreement.

By:

}  \_\_\_\_\_  
Signature of Director

*[Signature page to Global Deed of Release]*

EMRA 100808220

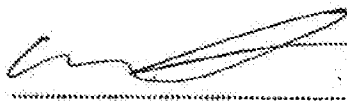
**The Security Agent**

**U.S. BANK TRUSTEES LIMITED**

**EXECUTED and DELIVERED as a DEED**

**By:**

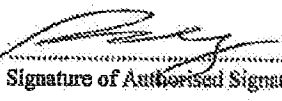
}



**Christopher Eastlake**  
Authorized Signatory

Signature of Authorized Signatory

}



**Amy Connolly**  
Authorized Signatory

Signature of Authorized Signatory

*[Signature page to Global Deed of Release]*

EMEA 106028230