

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383505

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900362475 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A., as Collateral Agent | | 04/26/2016 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Forterra Building Products Limited by change of name from HBP Building Products Limited recorded at Reel/Frame:5662/0706 by change of name from Hanson Building Products Limited recorded at Reel/Frame:5662/0704 | | |
| Street Address: | 5 Grange Park Court Roman Way | | |
| City: | Northampton | | |
| State/Country: | ENGLAND | | |
| Postal Code: | NN4 5EA | | |
| Entity Type: | Company: ENGLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3020247 | INBITEX | |
| Registration Number: | 3734716 | SC INTERGRID | |
| Registration Number: | 3556228 | SC MEMBRANE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2148558200 | | |
| <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: | 2148558000 | | |
| Email: | chris.andersen@nortonrosefulbright.com | | |
| Correspondent Name: | Chris R. Andersen | | |
| Address Line 1: | 2200 Ross Avenue, Suite 3600 | | |
| Address Line 2: | Norton Rose Fulbright US LLP | | |
| Address Line 4: | Dallas, TEXAS 75201-7932 | | |
| ATTORNEY DOCKET NUMBER: | 11502458 | | |
| NAME OF SUBMITTER: | Chris Andersen | | |
| SIGNATURE: | /chris andersen/ | | |
| DATE SIGNED: | 05/06/2016 | | |

Total Attachments: 10

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RELEASE OF ABL TRADEMARK SECURITY INTEREST, dated as of April 26, 2016 (this "**Release**"), by Bank of America, N.A., as successor-by-assignment to Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent (in such capacity, the "**Administrative Agent**"), and as collateral agent (in such capacity, the "**Collateral Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, referred to below.

Reference is made to (i) the ABL Credit Agreement dated as of March 13, 2015, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), among LSF9 Concrete Ltd ("**Holdings**"), LSF9 Concrete Holdings Ltd ("**Mid-Holdings**"), Stardust Finance Holdings, Inc. (the "**Borrower**"), the additional revolving borrowers thereto, the Lenders named therein, the Administrative Agent and the Collateral Agent, (ii) the ABL Guarantee and Collateral Agreement dated as of March 13, 2015 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Holdings, Mid-Holdings, the Borrower, the subsidiaries of the Borrower identified therein and the Collateral Agent and (iii) the ABL Intellectual Property Security Agreement dated as of March 13, 2015 among Holdings, Mid-Holdings, the Borrower, certain of the subsidiaries of the Borrower (including the subsidiaries listed on Schedule I hereto) (collectively, the "**Grantors**") and the Collateral Agent (the "**Intellectual Property Security Agreement**" and, together with the Guarantee and Collateral Agreement, the "**Security Agreements**").

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, each Grantor has granted security interests to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties in, among other things, the trademarks and the trademark applications of the Grantors set forth on Schedule II hereto (the "**Trademarks**"), which security interests were recorded with the United States Patent & Trademark Office on March 18, 2015 at Reel/Frame 005481/0283.

WHEREAS, in connection with the designation of each of the Grantors as an Unrestricted Subsidiary under the Credit Agreement, and the release of security interests under the Loan Documents pursuant to such designation, each Grantor has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, for the benefit of Secured Parties and each other grantee or beneficiary, in and to the Trademarks granted under the Security Agreements.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in the Trademarks to the applicable Grantor. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Grantors and at the sole expense of the Grantors, to evidence the release and termination of the Collateral

Agent's security interests in the Trademarks. The execution and delivery of this release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTORS' AND THE COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

BANK OF AMERICA, N.A., as Collateral Agent,

by



Name: Laura Parrish

Title: Vice President


[Signature Page to Release of Trademark Security Interest]






TRADEMARK
REEL: 005783 FRAME: 0005

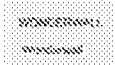

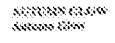
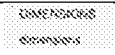
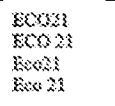

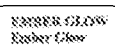






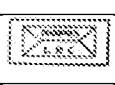
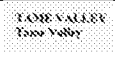
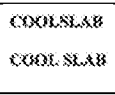

Schedule I

| <u>Name of Subsidiary Grantor</u> | <u>Jurisdiction of Organization</u> | <u>Form of Organization</u> |
|--|-------------------------------------|-----------------------------|
| Forterra Building Products Limited f/k/a Hanson Building Products Limited | United Kingdom | Limited Company |

Schedule II

| <u>Country</u> | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|----------------------|---|-------------------------|---------------------------------------|
| Canada | INBITEX | TMA650803 | August 3, 2024 |
| Canada | SC INTERGRID | TMA735811 | March 5, 2024 |
| Canada | SC MEMBRANE | TMA767612 | May 21, 2025 |
| Community Trade Mark |  | 589325 | July 21, 2017 |
| Community Trade Mark | AQUAFLOW | 005 650 924 | January 31, 2017 |
| Community Trade Mark | AQUAFLOW THERMAPAVE | 007 473 572 | December 17, 2018 |
| Community Trade Mark | FLETTON [WORD] | 327759 | July 12, 2016 |
| Community Trade Mark | FORMPAVE | 001 539 519 | March 31, 2020 |
| Community Trade Mark | FORMPAVE AQUAFLOW | 007 560 279 | January 29, 2019 |
| Community Trade Mark | INBITEX | 003 956 224 | August 31, 2014 |
| Community Trade Mark | SC INTERGRID | 006 358 154 | October 12, 2017 |
| Community Trade Mark | SC MEMBRANE | 006 358 097 | October 12, 2017 |
| Community Trade Mark | OMNIA | 011578481 | February 15, 2023 |
| Guernsey | AQUAFLOW | 5384 [#] | April 19, 2020 |
| Ireland |  | 117238 | July 30, 2016 |
| Ireland | THERMALITE [WORD] | 94330 | November 18, 2018 |
| Ireland | THERMALITE FLOORBLOCK [WORDS] | 146503 | October 31, 2018 |
| Ireland | OMNI [#] | 225345 | November 15, 2020 |
| Australia | SC INTERGRID | 1210638 | November 16, 2017 |
| Australia | SC MEMBRANE | 1210644 | November 16, 2017 |

| <u>Country</u> | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|----------------------|---|-------------------------|---|
| Australia | INBITEX | 1015536 | Expired (record indicates renewal possible) |
| New Zealand | FORMPAVE | 609482 | March 1, 2017 |
| Norway | AQUAFLOW THERMAPAVE | 251985 | August 13, 2019 |
| Norway | FORMPAVE AQUAFLOW | 251972 | August 13, 2019 |
| Norway | INBITEX | 250490 | April 2, 2019 |
| Norway | SC INTERGRID | 250489 | April 2, 2019 |
| Norway | SC MEMBRANE | 251986 | August 13, 2019 |
| South Africa | AQUAFLOW | 2005/06803 | April 7, 2015 |
| South Africa | INBITEX | 2004/13237 | August 3, 2014 (pending application, renewal required upon registration) |
| South Africa | SC INTERGRID | 2010/11898 | June 3, 2020 |
| South Africa | SC MEMBRANE | 2010/11897 | June 3, 2020 |
| South Korea | OMNIA [WORD] | 4006089010000 | February 18, 2015 |
| United Arab Emirates | AQUAFLOW | 109091 | November 27, 2018 |
| United Arab Emirates | INBITEX | 109090 | November 27, 2018 |
| United Arab Emirates | SC INTERGRID | 130973 | November 27, 2018 |
| United Kingdom |  | 2464555 | August 17, 2017 |
| United Kingdom |  | 1246942 | July 25, 2016 |
| United Kingdom |  | 2249394 | October 19, 2020 |
| United Kingdom |  | 2106517 | July 29, 2016 |
| United Kingdom |  | 2121969 | January 23, 2017 |

| <u>Country</u> | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|----------------|---|-------------------------|---------------------------------------|
| United Kingdom |  | 2470075 | October 19, 2017 |
| United Kingdom |  | 2465480 | August 29, 2017 |
| United Kingdom |  | 2539580 | February 19, 2020 |
| United Kingdom |  | 2556012 | August 16, 2020 |
| United Kingdom |  | 2539287 | February 16, 2020 |
| United Kingdom |  | 2539288 | February 16, 2020 |
| United Kingdom |  | 2539704 | February 19, 2020 |
| United Kingdom |  | 1363184 | November 2, 2015 |
| United Kingdom |  | 1363185 | November 2, 2015 |
| United Kingdom |  | 1280188 | September 24, 2017 |
| United Kingdom |  | 1449326 | November 27, 2017 |
| United Kingdom |  | 1354689 | October 31, 2024 |
| United Kingdom |  | 1479339 | October 31, 2024 |
| United Kingdom |  | 468911 | April 12, 2016 |
| United Kingdom |  | 2559623 | September 22, 2020 |
| United Kingdom |  | 2540356 | February 26, 2020 |
| United Kingdom |  | 2465478 | August 29, 2017 |

| <u>Country</u> | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|----------------|------------------------------|-------------------------|---------------------------------------|
| United Kingdom | AEROBLOCK [WORD] | 1048057 | June 13, 2016 |
| United Kingdom | AQUAFLOW | 2 230 017 | April 19, 2020 |
| United Kingdom | AQUAFLOW THERMAPAVE | 2 491 822 | July 4, 2018 |
| United Kingdom | AQUAPAVE | 2 459 086 | June 21, 2017 |
| United Kingdom | AQUASETT | 2 294 490 | March 5, 2022 |
| United Kingdom | AQUASLAB | 2 284 547 | November 2, 2021 |
| United Kingdom | ARMITAGE BRICK [WORDS] | 2371470 | August 25, 2024 |
| United Kingdom | BUTTERLEY [WORD] | 1280187 | September 24, 2017 |
| United Kingdom | CONBLOC [WORD] | 1066003 | July 21, 2017 |
| United Kingdom | CRADLEY [WORD] | 2464546 | August 17, 2017 |
| United Kingdom | FARMSTEAD [WORD] | 2465464 | August 29, 2017 |
| United Kingdom | FARMSTEAD ANTIQUE [WORDS] | 2465467 | August 29, 2017 |
| United Kingdom | FASTBRICK [WORD] | 2635441 | September 20, 2022 |
| United Kingdom | INBITEX | 2 357 894 | March 9, 2024 |
| United Kingdom | JETFLOOR [WORD] | 1144539 | November 25, 2021 |
| United Kingdom | JETFLOOR PLUS [WORDS] | 1198995 | July 5, 2024 |
| United Kingdom | JETFLOOR SUPER [WORDS] | 1198996 | July 5, 2024 |
| United Kingdom | KIRBY [WORD] | 2465475 | August 29, 2017 |
| United Kingdom | KIRBY RED MULTI [WORDS] | 2465476 | August 29, 2017 |
| United Kingdom | LONDON BRICK [WORDS] | 1354869 | October 31, 2024 |
| United Kingdom | MALLORY [WORD] | 2465471 | August 29, 2017 |
| United Kingdom | MALLORY BUFF [WORDS] | 2465465 | August 29, 2017 |
| United Kingdom | MOSEDALE [WORD] | 2486050 | April 26, 2018 |
| United Kingdom | NORI [WORD] | 519121 | January 1, 2021 |
| United Kingdom | NORI [WORD] | 1291436 | October 30, 2017 |
| United Kingdom | OAST [WORD] | 2465472 | August 29, 2017 |
| United Kingdom | OAST HOUSE RED MULTI [WORDS] | 2465474 | August 29, 2017 |
| United Kingdom | “PHORPRES” | 291828 | April 4, 2015 |
| United Kingdom | PSI BLOCK [WORDS] | 2636435 | September 28, |

| <u>Country</u> | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|------------------|--------------------------------|-------------------------|---------------------------------------|
| | | | 2022 |
| United Kingdom | RED BANK [WORDS] | 1419728 | April 4, 2017 |
| United Kingdom | SC INTERGRID | 2 408 408 | December 7, 2015 |
| United Kingdom | SC MEMBRANE | 2 459 302 | June 22, 2017 |
| United Kingdom | SUPAPAVE CLASSIC [WORDS] | 2378870 | November 24, 2024 |
| United Kingdom | SUPAPAVE CONQUEST [WORDS] | 2378869 | November 24, 2024 |
| United Kingdom | SUPAPAVE VANTAGE [WORDS] | 2378871 | November 24, 2024 |
| United Kingdom | THERMALITE [WORD] | 908447 | April 21, 2022 |
| United Kingdom | THERMALITE [WORD] | 3028374 | October 29, 2023 |
| United Kingdom | THERMALITE FLOORBLOCK [WORDS] | 1453959 | January 25, 2018 |
| United Kingdom | THERMALITE SHIELD [WORDS] | 1244914 | June 27, 2016 |
| United Kingdom | THERMALITE TRENCHBLOCK [WORDS] | 1377887 | March 21, 2016 |
| United Kingdom | THERMALITE WHOLE WALL [WORDS] | 2301278 | May 23, 2022 |
| United Kingdom | TRENCHBLOCK [WORD] | 2338250 | July 21, 2023 |
| United Kingdom | TURBO BLOCK [WORDS] | 1159816 | August 20, 2022 |
| United Kingdom | VERTICLAD [WORD] | 2287571 | December 6, 2021 |
| United Kingdom | WILNECOTE BRICK | 2042069 | October 19, 2015 |
| United Kingdom | WONDERWALL [WORD] | 2242426 | August 12, 2020 |
| United Kingdom | WOODSIDE [WORD] | 2465469 | August 29, 2017 |
| United Kingdom | WOODSIDE MIXTURE [WORDS] | 2465470 | August 29, 2017 |
| United Kingdom | OMNI | 2105446 | July 18, 2016 |
| United Kingdom | OMNIA | 744183 | July 7, 2024 |
| United Kingdom | OMNIA | 743734 | June 24, 2024 |
| United Kingdom | OMNICORE | 1445460 | October 24, 2017 |
| United Kingdom | OMNIDEC | 1059876 | March 8, 2017 |
| United Kingdom | OMNIQUICK | 1445463 | October 24, 2017 |
| United States of | INBITEX | 3 020 247 | November 29, |

| <u>Country</u> | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|--------------------------|-------------------|-------------------------|---------------------------------------|
| America | | | 2015 |
| United States of America | SC INTERGRID | 3 734 716 | January 5, 2020 |
| United States of America | SC MEMBRANE | 3 556 228 | January 6, 2019 |