

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402211

|   |  |                       |   |
|---|--|-----------------------|---|
| <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>                          |
| Bank of America, N.A., as Collateral Agent  |  | 10/14/2016            | National Banking Association: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | Forterra Brick, LLC                      |                       |   |
| <b>Street Address:</b>  | 300 E. John Carpenter Freeway, Suite 800 |                       |   |
| <b>City:</b>  | Irving                                   |                       |   |
| <b>State/Country:</b>   | TEXAS                                    |                       |   |
| <b>Postal Code:</b>   | 75062                                    |                       |   |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                       |   |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 4074134                                  | VERSATHIN             |   |
| <b>Registration Number:</b>   | 1383394                                  | US BRICK              |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  | 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> |  |                       |   |
| <b>Phone:</b>   | 2148558000                               |                       |   |
| <b>Email:</b>   | chris.andersen@nortonrosefulbright.com   |                       |   |
| <b>Correspondent Name:</b>  | Chris R. Andersen                        |                       |   |
| <b>Address Line 1:</b>  | 2200 Ross Avenue, Suite 3600             |                       |   |
| <b>Address Line 2:</b>  | Norton Rose Fulbright US LLP             |                       |   |
| <b>Address Line 4:</b>  | Dallas, TEXAS 75201-7932                 |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 11502458                                 |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Chris Andersen                           |                       |   |
| <b>SIGNATURE:</b>   | /chris andersen/                         |                       |   |
| <b>DATE SIGNED:</b>   | 10/17/2016                               |                       |   |
| <b>Total Attachments: 5</b>   |  |                       |   |
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**PARTIAL RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

This Partial Release of ABL Intellectual Property Security Agreement (this “Release”) is made as of October 14, 2016, by Bank of America, N.A., in its capacity as administrative agent and as collateral agent (together with its successors in such capacity, the “Collateral Agent”) for the benefit of Forterra Brick, LLC, a Delaware limited liability company (f/k/a Hanson Brick East, LLC) (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the IP Security Agreement.

W I T N E S S E T H:

WHEREAS, reference is made to that certain (i) ABL Credit Agreement, dated as of March 13, 2015, among LSF9 Concrete Ltd., LSF9 Concrete Holdings Ltd., and Stardust Finance Holdings, Inc., Forterra Brick, LLC (as Hanson Brick East, LLC), the other loan parties party thereto, the lenders party thereto, Bank of America, N.A., as administrative agent, and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”); (ii) ABL Guarantee and Collateral Agreement, dated as of March 13, 2015, by LSF9 Concrete Ltd., LSF9 Concrete Holdings Ltd., and Stardust Finance Holdings, Inc., Forterra Brick, LLC (as Hanson Brick East, LLC), and the other grantors party thereto, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”); and (iii) ABL Intellectual Property Security Agreement, dated as of March 13, 2015, by Forterra Brick, LLC (as Hanson Brick East, LLC) and the other grantors party thereto, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “IP Security Agreement”), pursuant to which the Grantor has granted to the Collateral Agent for its benefit and the benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in the intellectual property set forth on Schedules 1 and 2 hereto (the “IP”) and the goodwill of the business symbolized by such IP, and the registrations and applications therefor (together with the IP, the “IP Collateral”);

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on March 18, 2015 at Reel 5481 and Frame 0283 for trademarks, and in the U.S. Copyright Office on March 20, 2015 at Volume 9904 and Document 425 for copyrights; and

WHEREAS, Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent does hereby terminate, release and discharge the entirety of any and all security interests that it may have in the IP Collateral and any right, title or interest of the Collateral Agent in such IP Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the IP Collateral to the Grantor.

2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THIS IS A PARTIAL RELEASE RELATING SOLELY TO THE IP COLLATERAL LISTED ON SCHEDULE 1 AND SCHEDULE 2 HERETO AND THAT THE SAME SHALL IN NO WAY RELEASE, AFFECT OR IMPAIR THE COLLATERAL AGENT'S RIGHTS, TITLE, INTEREST, LIENS AND SECURITY INTERESTS CREATED BY THE IP SECURITY AGREEMENT, THE GUARANTEE AND COLLATERAL AGREEMENT OR ANY OTHER LOAN DOCUMENT AS TO ANY OTHER PROPERTIES OR INTERESTS DESCRIBED THEREIN OR COVERED THEREBY.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Partial Release of ABL Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

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

By: *Laura K. Parrish*  
Name: Laura Parrish  
Title: Vice President

[SIGNATURE PAGE TO PARTIAL RELEASE OF ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005901 FRAME: 0916**

## COPYRIGHTS

## United States Copyrights:

| <b><u>Owner</u></b>                                 | <b><u>Copyright</u></b> | <b><u>Registration No.</u></b> |
|---|-------------------------|--------------------------------|
| U.S. Brick, Inc. (now known as Forterra Brick, LLC) | US Brick Systems        | TX0002123509 (July 27, 1987)   |
| U.S. Brick, Inc. (now known as Forterra Brick, LLC) | Translot                | TX0002123510 (July 27, 1987)   |

## Canadian Copyright:

| <b><u>Owner</u></b>                                 | <b><u>Copyright</u></b> | <b><u>Registration No.</u></b> |
|---|-------------------------|--------------------------------|
| U.S. Brick, Inc. (now known as Forterra Brick, LLC) | US BRICK SYSTEMS        | 362932<br>(August 5, 1987)     |

## TRADEMARKS

## United States Trademarks:

| <u>Owner</u>        | <u>Trade Mark</u> | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u>    |
|---------------------|-------------------|-------------------------|--|
| Forterra Brick, LLC | VERSATHIN         | 4074134                 | Declaration of Use due December 20, 2017 |
| Forterra Brick, LLC | US BRICK          | 1383394                 | Expired                                  |

## Canadian Trademarks:

| <u>Owner</u>                                | <u>Trade Mark</u>               | <u>Registration No.</u> | <u>Expiration Date, if Applicable</u> |
|---|---------------------------------|-------------------------|---------------------------------------|
| Forterra Brick, Ltd./Briques Forterra, Ltée | P E                             | TMA101195               | Expired                               |
| Forterra Brick, Ltd./Briques Forterra, Ltée | THE REAL MCCOY                  | TMA385310               | May 31, 2021                          |
| Forterra Brick, Ltd./Briques Forterra, Ltée | MONTREAL TERRA COTTA MTC DESIGN | TMA424861               | March 11, 2024                        |
| Forterra Brick, Ltd./Briques Forterra, Ltée | CANADA BRICK & DESIGN           | TMA622425               | October 14, 2019                      |
| Forterra Brick, Ltd./Briques Forterra, Ltée | ARCS & DOTS DESIGN              | TMA622426               | October 14, 2019                      |