

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408541

<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>
KeyBank National Association		12/06/2016	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Gilsonite Company		
<b>Street Address:</b>	29950 S. Bonanza Highway		
<b>City:</b>	Bonanza		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84008		
<b>Entity Type:</b>	Corporation: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1787717	GILSONITE	
<b>Registration Number:</b>	1539927	BORE-PLATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066006		
<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>	2128065763		
<b>Email:</b>	afisher@stroock.com		
<b>Correspondent Name:</b>	Jeffrey M. Mann		
<b>Address Line 1:</b>	180 Maiden Lane, 38th Floor		
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>ATTORNEY DOCKET NUMBER:</b>	003091/0006		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Mann		
<b>SIGNATURE:</b>	/jeffrey m. mann/		
<b>DATE SIGNED:</b>	12/12/2016		
<b>Total Attachments: 4</b>			
source=Termination of Security Interest Keybank - American Gilsonite#page1.tif			
source=Termination of Security Interest Keybank - American Gilsonite#page2.tif			

CH \$65.00 1787717

source=Termination of Security Interest Keybank - American Gilsonite#page3.tif

source=Termination of Security Interest Keybank - American Gilsonite#page4.tif

**EXECUTION**

**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY INTEREST**

This Termination and Release of Intellectual Property Security Interest (this "Release") is made as of December 6, 2016 (the "Effective Date") by KeyBank National Association, a national banking association and the administrative agent under the Credit Agreement (as that term is defined below) (the "Administrative Agent"), to and in favor of American Gilsonite Company, an Oklahoma corporation (the "Borrower"). Capitalized terms used in this Release that are not defined herein shall have the meanings given to them in the Credit Agreement.

A. WHEREAS, the Borrower, the Administrative Agent and the Lenders are parties to that certain Credit and Guaranty Agreement dated as of August 28, 2012 (the "Credit Agreement"), pursuant to which Lenders agreed to make certain loans and extensions of credit to the Borrowers in the maximum principal amount of \$25,000,000 upon the terms and conditions set forth therein.

B. WHEREAS, Borrower made and entered into that certain First Lien Security Agreement dated as of August 28, 2012, and granted to Administrative Agent for the benefit of the Lenders a continuing security interest (the "Security Interest") in all of Borrower's personal property, as more fully described therein (the "Collateral"), including a security interest (the "IP Security Interest") in the intellectual property more fully described therein (the "IP Collateral") which was recorded at the United States Trademark Office at Reel 4850 Frame 0460, at the United States Patent Office at Reel 28858 Frame 0541 and at the United States Copyright Office at Document Number V3620D696.

C. WHEREAS, the Administrative Agent now desires to terminate and release in its entirety the Security Interest and IP Security Interest in the Collateral and IP Collateral including the items listed on Schedule 1 of this Release (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration including the satisfaction of certain obligations, indebtedness and liabilities secured by the Collateral and the IP Collateral, the receipt and sufficiency of which is hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent hereby states as follows:

1. Release of Security Interest. The Administrative Agent hereby irrevocably and unconditionally terminates, releases, waives and discharges the Security Interest, IP Security Interest and any and all other claims, titles, rights, liens, encumbrances and interest that the Administrative Agent or any of the Lenders have or may have in or to the Released Collateral or any portion thereof. Any claim, title, right, lien, encumbrance or interest of the Administrative Agent or the Lenders in or to the Released Collateral or any portion thereof shall hereby cease and become void as of the Effective Date.

2. Further Assurances. In furtherance of the foregoing, the Administrative Agent and Borrower are hereby authorized, on or after the Effective Date, to file all Uniform

Commercial Code termination statements and all other documents and instruments as are necessary to effectuate, or reflect of public record, the release and discharge of the Security Interest or the IP Security Interest in the Released Collateral contemplated hereby. The Administrative Agent and Borrower are also hereby authorized, on or after the effective date, to record this Release with the United States Patent and Trademark Office in Alexandria, Virginia and at the United States Copyright Office in Washington, D.C. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and instruments and to do such other acts as may be reasonably necessary to effect the release of the Security Interest and the IP Security Interest in the Released Collateral contemplated hereby.

3. Recitals. The Administrative Agent hereby represents to Borrower that, to the best of its knowledge, the statements set forth in the above Recitals are true and accurate in all respects. The Administrative Agent intends that the foregoing Recitals be part of this Release and incorporates the same herein by this reference.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Intellectual Property Security Interest to be duly executed by its authorized officer as of the Effective Date.

ADMINISTRATIVE AGENT: **KEYBANK NATIONAL ASSOCIATION,**  
a national banking association

By: *Dale Conder*  
Name: *DALE CONDER*  
Its: *SVP*

[SIGNATURE PAGE TO]  
[TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST]

Schedule 1

**U.S. Patents**

**Issued Patents**

	<b>Patent No.</b>	<b>Issue Date</b>
PRETREATED AGGREGATE FOR HOTMIX ASPHALT CONCRETE APPLICATIONS AND OTHER RELATED APPLICATIONS	7662226	02/16/10
PRETREATED AGGREGATE FOR HOTMIX ASPHALT CONCRETE APPLICATIONS AND OTHER RELATED APPLICATIONS	7264667	09/04/07
GILSONITE MODIFIED, NATURAL, HYDROCARBON-ENRICHED SAND COMPOSITION	5728202	03/17/98

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
GILSONITE	1787717	08/17/93
BORE-PLATE	1539927	05/23/89

**Registered Copyright**

<b>Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
American Gilsonite properties and applications	TX159730	10/16/78

[SCHEDULE 1 TO]  
[TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST]

SLC\_2078352.1