

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (PREVIOUSLY RECORDED MAY 12, 2014, REEL/FRAME 5278/0398)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITNEY BANK, DOING BUSINESS AS HANCOCK BANK		01/27/2017	Chartered Bank: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	CAST-CRETE USA, LLC, SUCCESSOR BY CONVERSION TO, AND FORMERLY KNOWN AS, CAST-CRETE USA, INC., A FLORIDA CORPORATION		
Street Address:	81 MAIN STREET		
Internal Address:	SUITE 505		
City:	WHITE PLAINS		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3310507	CAST-CRETE	
Registration Number:	3182183	CAST-CRETE	
Registration Number:	3149304	HIDRI	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643.197		
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III		

OP \$90.00 3310507

SIGNATURE:	/JOHN E. SLAUGHTER, III/
DATE SIGNED:	01/30/2017
Total Attachments: 7 source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page1.tif source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page2.tif source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page3.tif source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page4.tif source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page5.tif source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page6.tif source=2017 Release of IP Security Interest - Whitney Bank to Cast-Crete USA, LLC#page7.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (THIS "**Release**") is made and effective as of January 27, 2017 and granted by Whitney Bank, a Mississippi state chartered bank doing business as Hancock Bank (the "**Secured Party**"), in favor of Cast-Crete USA, LLC, a Florida limited liability company, successor by conversion to, and formerly known as, Cast-Crete USA, Inc., a Florida corporation (the "**Grantor**") and its successors, assigns and legal representatives.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of May 9, 2014 (the "**Loan Agreement**") among Secured Party, Grantor and certain other parties thereto, Grantor executed and delivered to Secured Party (i) that certain Security Agreement by and between Grantor and Secured Party dated as of May 9, 2014 (the "**Master Security Agreement**"), (ii) that certain Trademark Security Agreement by and between Grantor and Secured Party dated as of May 9, 2014 (the "**Trademark Security Agreement**"), (iii) that certain Copyright Security Agreement by and between Grantor and Secured Party dated as of May 9, 2014 (the "**Copyright Security Agreement**") and, together with the Master Security Agreement and the Trademark Security Agreement, the "**Security Agreements**";

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5278, Frame 0398 on May 12, 2014 and the Copyright Security Agreement was not recorded with the United States Copyright Office;

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

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference for all purposes as if fully set forth herein.

2. **Release of Security Interest.** Secured Party, for itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and the Copyright Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of 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 "**IP Collateral**");

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including without limitation the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) 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 without limitation the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including without limitation the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("**Copyrights**");

(d) 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;

(e) 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

(f) 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.

3. **Further Assurances.** Secured Party agrees, at the Grantor's expense, to take all further actions, and provide to 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 Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. **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 shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, 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.

WHITNEY BANK, a Mississippi state chartered bank doing business as HANCOCK BANK

By: Kenneth C. Misemer
Name: Kenneth C. Misemer
Title: SVP

Address for Notices:
2202 North Westshore Boulevard
Suite 150
Tampa, Florida 33607

SCHEDULES


SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA		77014468	3310507	
USA	Cast-Crete®	76567395	3182183	
USA	HIDRI®	76632309	3149304	

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Date of Registration</u>	<u>Registration Number</u>
USA	8 inch high strength precast & prestressed concrete lintels load-deflection graphs	2003	June 1, 2003	January 26, 2004	VA0001208144
USA	Caste-Crete 2003 Product Information:ver. 3.1	2003	June 1, 2003	January 26, 2004	TX0005917832
USA	Cast-Crete moment and shear tables: 8 inch high strength precast & prestressed concrete lintels	2003	June 1, 2003	January 26, 2004	VA0001267134
USA	Heavy Duty impact resistant parking bumpers	2003	June 1, 2003	January 26, 2004	VA0001208146
USA	High strength precast & prestressed concrete lintels & sills price list	1996	July 1, 1996	January 26, 2004	VA0001208138
USA	High strength precast & prestressed	2001	March 1, 2001	January 26, 2004	VA0001208140

	concrete lintels safe allowable moment and shear tables				
USA	High strength precast & prestressed concrete lintels safe load tables	2003	June 1, 2003	January 26, 2004	VA0001208142
USA	High strength precast & prestressed concrete lintels safe load tables	1996	October 1, 1996	January 26, 2004	VA0001208141
USA	Precast concrete products	2003	June 1, 2003	January 26, 2004	VA0001208139
USA	Precast concrete products price list	2003	June 1, 2003	January 26, 2004	VA0001208143
USA	Wind resistant precast window sill	1999	July 1, 1999	January 26, 2004	VA0001208137
USA	Wind resistant precast window sills	2003	June 1, 2003	January 26, 2004	VA0001208145