

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Termination, Release and Assignment Agreement effective nunc pro tunc August 9, 2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Banks, Inc.		03/07/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Hoover Treated Wood Products, Inc.		
Street Address:	154 Wire Road		
City:	Thomson		
State/Country:	GEORGIA		
Postal Code:	30824		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1563376	PYRO-GUARD	
Registration Number:	1856762		
Registration Number:	1037082	FIRE-X	
Registration Number:	967957	COP-8	
Registration Number:	982429		
Registration Number:	1002809	DIX-I-PLY	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	2486411600		
Email:	jsachs@hdp.com		
Correspondent Name:	Jessica S. Sachs		
Address Line 1:	Harness, Dickey & Pierce, P.L.C.		
Address Line 2:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	3455-500039		
NAME OF SUBMITTER:	Jessica S. Sachs		
SIGNATURE:	/jss/		

CH \$165.00 1563376

DATE SIGNED:	03/09/2017
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Total Attachments: 4

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TRADEMARK TERMINATION, RELEASE AND ASSIGNMENT AGREEMENT

This Trademark Termination, Release and Assignment Agreement ("Agreement"), is effective *nunc pro tunc* as of August 9, 2004 and is made by SunTrust Banks, Inc. ("SunTrust") in favor of Hoover Treated Wood Products, Inc. ("Hoover").

WHEREAS, Hoover is the successor by merger with Hoover FRT Acquisition Co. ("Hoover FRT");

WHEREAS, SunTrust and Hoover FRT entered into a Collateral Assignment of Trademarks agreement dated April 2, 2002 ("Collateral Agreement"), whereby Hoover FRT granted SunTrust, for its own benefit and the benefit of SunTrust, a security interest in and collateral assignment of the Trademarks listed on Schedule A attached hereto (as such term is defined in the Collateral Agreement) pursuant to a Subordinated Note and Warrant Purchase Agreement dated April 2, 2002 among SunTrust, Hoover FRT, and Hoover Wood Products Holdings, Inc. ("Purchase Agreement"); and

WHEREAS, instead of recording the Collateral Agreement with the U.S. Patent and Trademark Office ("Office"), a Trademark Assignment dated April 2, 2002 assigning the Trademarks from Hoover to SunTrust was recorded with the Office on April 4, 2002 at Reel 2510 Frame 0677 ("Trademark Assignment");

WHEREAS, the obligations secured by said security interest and collateral assignment have been paid in full or otherwise satisfied as evidenced by the Release of Trademark Security Interest dated August 9, 2004 and recorded with the Office on August 12, 2004 at Reel 2915 Frame 0603; and

WHEREAS, SunTrust has agreed to terminate and release its security interest and assign back to Hoover all of its right, title and interest in each of the Trademarks, as herein provided.

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

1. Release and Assignment. SunTrust hereby discharges, terminates and releases its security interest in all of the Trademarks, and SunTrust hereby conveys, assigns and transfers to Hoover, without recourse, and Hoover hereby accepts, all of SunTrust's right, title and interest in and to each of the Trademarks and trademark registrations, including any and all goodwill associated with and symbolized by the Trademarks and trademark registrations, effective as of the date set forth above.

2. Acknowledgement and Assignment. SunTrust acknowledges that the Trademark Assignment was intended to document the above-referenced security interest in and collateral assignment of the Trademarks to SunTrust, and notwithstanding anything to the contrary in the Trademark Assignment, the Parties did not intend to convey, assign or transfer to SunTrust any rights, title, or interest in the Trademarks that were not required to be granted to SunTrust under the Purchase Agreement. To the extent any additional rights, title or interest in the Trademarks and trademark registrations vested in SunTrust, SunTrust hereby conveys, assigns and transfers to Hoover, without recourse, and Hoover hereby accepts, all such other rights, title and interests

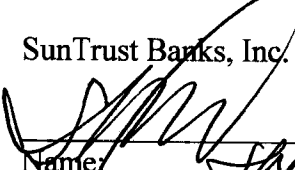
in and to each of the Trademarks and trademark registrations, including any and all goodwill associated with and symbolized by the Trademarks and trademark registrations, effective as of April 2, 2002.

3. Recordation and Further Assurances. SunTrust hereby authorizes the Office to record and register this Agreement upon request by Hoover. SunTrust hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Agreement at Hoover's sole cost and expense.

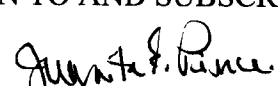
4. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

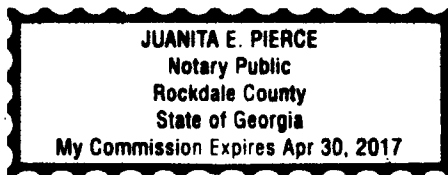
IN WITNESS WHEREOF, SunTrust and Hoover have executed this Agreement effective *nunc pro tunc* as of the date written above.

SunTrust Banks, Inc.


Name: Sherry D. Harris
Title: Senior Vice President
Date: 3-7-17

SWORN TO AND SUBSCRIBED before me this 7th day of March, 2017


Notary Public
My commission expires: 04/30/2017



Hoover Treated Wood Products, Inc.

Name: _____
Title: _____
Date: _____

SWORN TO AND SUBSCRIBED before me this ___ day of March, 2017

Notary Public
My commission expires:

in and to each of the Trademarks and trademark registrations, including any and all goodwill associated with and symbolized by the Trademarks and trademark registrations, effective as of April 2, 2002.

3. Recordation and Further Assurances. SunTrust hereby authorizes the Office to record and register this Agreement upon request by Hoover. SunTrust hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Agreement at Hoover's sole cost and expense.

4. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, SunTrust and Hoover have executed this Agreement effective *nunc pro tunc* as of the date written above.

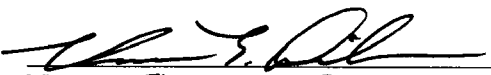
SunTrust Banks, Inc.

Name: _____
Title: _____
Date: _____

SWORN TO AND SUBSCRIBED before me this ____ day of March, 2017

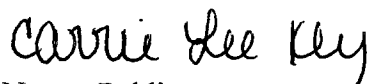
Notary Public
My commission expires:

Hoover Treated Wood Products, Inc.

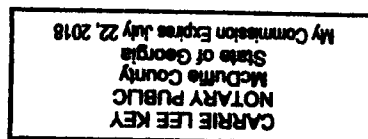


Name: Thomas E. Dickson
Title: VP-Financy
Date: 3/7/17

SWORN TO AND SUBSCRIBED before me this 7th day of March, 2017



Notary Public
My commission expires:



**SCHEDULE A
TRADEMARKS**

Mark	Country	Registration No.	Registration Date
PYRO-GUARD	United States	1563376	10/31/1989
Dragon Logo	United States	1856762	10/4/1994
Fire-X (stylized)	United States	1037082	3/30/1996 (renewal)
COP-8	United States	967957	9/11/1993 (renewal)
Triangular Tree Design	United States	982429	4/23/1994 (renewal)
Dix-i-ply (stylized)	United States	1002809	1/28/1995 (renewal)

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