

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM430314

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Termination of the security interest that is recorded at Reel/Frame 1303/389		
RESUBMIT DOCUMENT ID:	900406866		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		06/26/1995	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gale Industries, Inc., now known as Builder Services Group, Inc.		
Street Address:	475 North Williamson Blvd.		
City:	Daytona Beach		
State/Country:	FLORIDA		
Postal Code:	32114		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1944889	GALE INSULATION	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Sandy Chiu		
Address Line 1:	333 S.E. 2nd Avenue, 44th Floor		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	166333.010800		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	06/07/2017		
Total Attachments: 13			
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FLORIDA SECURED TRANSACTION REGISTRY



FLORIDA BANKERS ASSOCIATION

Search Results Detail

Detail Record For: 950000028979

Status	Date Filed	Expires	Filings Completed YTD	Summary For Filing
LAPSED	02/13/1995	02/13/2000	06/01/2017	950000028979

Filing Events

Events Filed: 1

[View Filing History](#)

Secured Parties

Current Secured Parties: 1

Name & Address

HELLER FINANCIAL INC
500 W MONRE ST CHICAGO IL 60661

Debtor Parties

Current Debtor Parties: 1

Name & Address

GALE INDUSTRIES INC
1128-C BEVILLE RD DAYTONA BEACH FL 32114

Document Images

Pages in all forms/attachments: 8

Document Number	Type	Filing Date	Pages
950000028979 (NO IMAGE ON FILE)	UCC1	02/13/1995	7



FLORIDA SECURED TRANSACTION REGISTRY



FLORIDA BAR ASSOCIATION

Filing History

Filing History/Filing Events For: 950000028979

Filing History

DOCUMENT NUMBER	TYPE	DATE	PAGES	ACTIONS
950000127764 (NO IMAGE ON FILE)	UCC3	06/26/1995	1	1
1) Termination				

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

40/481

Tab settings 000

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gale Industries, Inc.
1128-C Beville
Daytona Beach, Florida 32114

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State FL
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Nature of conveyance: 08

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: February 7, 1995

3. Application number(s) or registration number(s):

A. Trademark Application No.(s)
74-432883

2. Name and address of receiving party(ies):

Name: Heller Financial, Inc.
Internal Address:
Street Address: 500 W. Monroe Street
City Chicago State Illinois Zip 60661

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State DE
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

B. Trademark registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan Harrison
Internal Address: King & Spalding
Street Address: 191 Peachtree Street
City Atlanta State GA ZIP 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Susan Harrison

Name of Person Signing

Susan Harrison

Signature

3/1/95

Date

10 Total number of pages comprising cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

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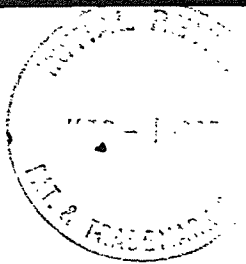
Mail documents to be recorded with required cover sheet information to: 40.00 CK

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

8919207

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

REEL 1303 FRAME 389



KING & SPALDING

101 PEACHTREE STREET
ATLANTA, GEORGIA
30303-1783

TELEPHONE: 404/572-4800
FACSIMILE: 404/572-5100

1730 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20006-4706
TELEPHONE: 202/737-0500
FACSIMILE: 202/626-3737

120 WEST 45TH STREET
NEW YORK, NY 10036-4003
TELEPHONE: 212/556-2100
FACSIMILE: 212/556-2222

March 1, 1995

VIA FEDERAL EXPRESS

Commissioner
U.S. Patents & Trademarks
2011 Jefferson Davis Highway
Room 1B03 Lobby Level
Arlington, Virginia 22202
Attention: Assignment Branch

Re: Collateral Assignment And Trademark Security Agreement
(U.S.)

Dear Sir or Madam:

Enclosed is the above mentioned document where Gale Industries, Inc. assigns in favor of Heller Financial Inc., all referenced Trademark Applications.

Our firm's check is enclosed for \$40.00 for one trademark application.

For this document a cover sheet is enclosed as well as our pre-addresses return postcard, to which we request that the mail room stamp be affixed and then returned to the undersigned.

If you have any questions, please call me at 404/572-4772. Thank you for your assistance.

Sincerely,

Susan D. Harrison
Legal Assistant

Enclosures: Collateral Assignment
Check No. 103028
Return Postcard

cc: Elizabeth M. Schachner
Mark A. Lewis

TRADEMARK

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TRADEMARK

REEL: 006072 FRAME: 0172

**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT
(U.S.)**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 7, 1995 (this "Agreement"), made by GALE INDUSTRIES, INC., a Florida corporation having an address at 1128-C Beville Road, Daytona Beach, Florida 32114 ("Borrower"), in favor of HELLER FINANCIAL, INC., a Delaware corporation having an address at 500 W. Monroe Street, Chicago, Illinois 60661 ("Heller").

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TRADEMARK

RECITALS

A. Pursuant to the Amended and Restated Credit Agreement, dated as of even date herewith, between Borrower and Heller (as hereafter amended, modified or supplemented, the "Credit Agreement"), Heller has agreed to make Revolving Loans and to issue Lender Guarantees (as such terms are defined in the Credit Agreement) to Borrower (the Revolving Loans and the Lender Guarantees being collectively referred to herein as the "Loans").

B. The Credit Agreement provides, as a condition precedent to Heller's obligations to make initial the Revolving Loan and to issue the initial Lender Guarantee to the Borrower, that Borrower grant to Heller, a security interest in the "Trademarks" and "Trademark Licenses" (as hereinafter defined), all pursuant to the terms and conditions set forth in this Agreement.

C. Borrower and Heller have entered into a Security Agreement, dated as of even date herewith (as hereafter amended, modified or supplemented, the "Security Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Security Agreement) which in turn incorporates certain provisions of the Credit Agreement.

D. The following terms herein shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" shall mean all of the following now owned or hereafter acquired by Borrower or in which Borrower now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, including, without limitation, any such agreements listed on Schedule I attached hereto.

"Trademark" or "Trademarks" shall mean one or all of the following now owned or hereafter acquired by Borrower or in which Borrower now has or hereafter acquires any rights: (i) all trademarks, trade names, corporate names, business

names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith made in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any political subdivision thereof, including, without limitation, any registrations, recordings and applications listed on Schedule I attached hereto, (ii) all renewals thereof and (iii) the goodwill of Borrower's business and other general intangibles connected with the use of, and symbolized by, any of the foregoing.

E. Pursuant to the Security Agreement, Borrower has granted to Heller, a security interest in, the property described therein, including, without limitation, (a) all of Borrower's Trademarks, whether presently existing or hereafter acquired or arising, or in which Borrower now has or hereafter acquires rights and wherever located; (b) all of Borrower's Trademark Licenses, whether presently existing or hereafter acquired or developed or in which Borrower now has or hereafter acquires rights and wherever located; (c) all rights of Borrower to collect royalties under any licenses of Trademarks now or hereafter granted by Borrower to any Person and (d) all products and Proceeds any of the foregoing, as security for all of the Secured Obligations; and

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F. Borrower owns the Trademarks, and is a party to any Trademark Licenses, listed on Schedule I annexed hereto; and

G. Heller has requested that Borrower execute and deliver this Agreement to further evidence Heller's rights in and to Borrower's Trademarks and Trademark Licenses and Borrower is willing to do so;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As security for all of the Secured Obligations, Borrower hereby transfers, assigns, hypothecates to Heller and grants to Heller, a security interest in all of the following property now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Trademarks;
- (ii) all Trademark Licenses;

(iii) all rights of Borrower to collect royalties now or hereafter arising under any Trademark Licenses now or hereafter granted to any Person, including without limitation, all royalties arising under any Trademark Licenses described on Schedule I; and

(iv) to the extent not otherwise included, all Proceeds of any and all of the foregoing.

2. Representations and Warranties. The Borrower hereby represents and warrants that as of the date hereof, Schedule I hereto includes all registered Trademarks and Trademark Licenses owned by the Borrower in its own name as of the date hereof (excluding those registered or existing in countries other than the United States of America). To the best of the Borrower's knowledge, each registered Trademark is valid, subsisting, enforceable and has not been abandoned and the registrations thereof have not expired. Except in the ordinary course of Borrower's business, none of such registered Trademarks has been licensed or franchised to any third party. No holding, decision or judgment has been rendered by any court or Governmental Agency in any litigation, action, investigation or like proceeding to which the Borrower was or is a party which would limit, cancel or question the validity of any Trademark and the Borrower has no knowledge of any action or proceeding which would limit, cancel or question the validity of any Trademark, in either case which has had or is likely to have, when aggregated with all other such holdings, decisions or judgments, a material adverse effect upon the Borrower's business.

3. Incorporation of Security Agreement. Borrower does hereby further acknowledge and affirm that the representations, warranties and covenants of Borrower with respect to the Collateral and the rights and remedies of Heller with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Heller's Appointment as Attorney-in-Fact. The Borrower hereby irrevocably constitutes and appoints Heller and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in Heller's discretion, for the purpose of carrying out the terms of this Agreement and the Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Borrower hereby gives Heller the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following upon the occurrence and during the continuance of any Event of Default and acceleration of the Secured Obligations: (A) to assign any Trademark (along with the

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goodwill of the business to which any such Trademark pertains), to any Person throughout the world for such term or terms, on such conditions, and in such manner, as Heller shall in its sole discretion determine; (B) to execute and deliver to any office in which any of the Trademarks is registered any and all documents necessary to transfer and assign all of Borrower's right, title and interest in, including goodwill, and to the Collateral to Heller; and (C) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Heller were the absolute owner thereof for all purposes, and to do, at Heller's option and the Borrower's expense, at any time, or from time to time, all acts and things which Heller deems necessary to protect, preserve or realize upon the Collateral and the Liens of Heller thereon and to effect the intent of this Agreement, all as fully and effectively as the Borrower might do.

Heller agrees that, except upon the occurrence and during the continuation of an Event of Default, it will not exercise the power of attorney or any rights granted to Heller pursuant to this Section 4 except to exercise the rights granted pursuant to Section 7 hereof.

The Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the Secured Obligations are paid in full.

5. Powers Coupled with an Interest. All authorizations and agencies contained in Sections 4 and 7 hereof with respect to the Collateral are irrevocable and powers coupled with an interest.

6. Term. This Agreement shall terminate upon payment in full of all Secured Obligations and termination of the Credit Agreement. Upon termination of this Agreement, Heller shall, at the expense of Borrower, execute and deliver to Borrower all such releases and termination statements as may be reasonably necessary.

7. Additional Trademarks, Etc. If at any time before the termination of this Agreement pursuant to Section 6 hereof, Borrower shall obtain or acquire rights to any new trademark or trademark application, whether under a license or otherwise (other than a trademark arising under the laws of a country other than the United States), the provisions of Section 1 shall automatically apply thereto and Borrower shall give Heller prompt written notice thereof. Borrower authorizes Heller to modify this Agreement by amending Schedule I to include any future trademarks, trademark applications and trademark licenses covered by Section 1 or by this Section 7 of this Agreement.

8. Further Assurances. Heller may at any time record or file this Agreement with the appropriate U.S. Patent and Trademark Office in order to perfect or recognize the security interests

provided for herein. In furtherance of the foregoing, Borrower, upon the request of Heller will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable, or proper to carry out more effectively the purpose of this Agreement and to subject to the terms hereof any property intended to be covered hereby.

9. Further Incorporation of Security Agreement. Borrower does hereby further acknowledge and affirm that the sections of the Security Agreement entitled "Notices," "Severability," "No Waiver; Cumulative Remedies," and "Successors and Assigns; Governing Law," are incorporated by reference herein as if fully set forth herein.

TRADEMARK

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IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the date first above written.

GALE INDUSTRIES, INC.

By:


L. Gale Lemstrand
President and Chief Executive
Officer

Attest:

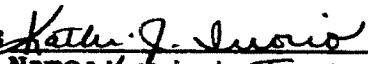

Anthony L. D'Attomo
Assistant Secretary

[Corporate Seal]

Accepted and Agreed to:

HELLER FINANCIAL, INC.

By:


Name: Kathi J. Inorio
Title: Assistant Vice President

TRADEMARK


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STATE OF GEORGIA

COUNTY OF FULTON

)
) ss:
)

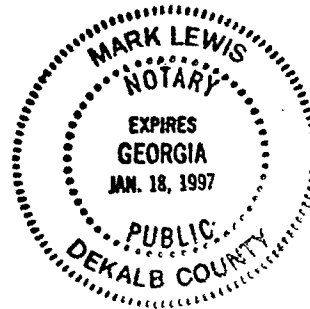
On February 7, 1995 before me, the undersigned, personally appeared L. Gale Lemerand and Anthony L. D'Attomo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as President and Chief Executive Officer and Assistant Secretary, respectively, of Gale Industries, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.



Notary Public in and for
said County and State

My commission expires:

[NOTARIAL SEAL]



TRADEMARK

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STATE OF GEORGIA)
)
COUNTY OF FULTON) ss:

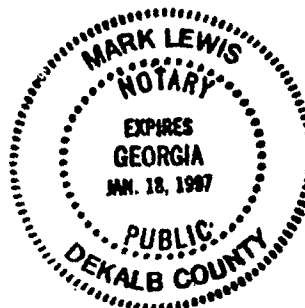
On February 7, 1995, before me, the undersigned, personally appeared Kathi J. Inorio, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as an Assistant Vice President of Heller Financial, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.



Notary Public in and for
said County and State

My commission expires:

[NOTARIAL SEAL]



TRADEMARK

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SCHEDULE I

U.S. TRADEMARK REGISTRATIONS
(APPLICATION)

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE FILED</u>
GALE INSULATION	74-432883	9/7/1993

Licenses

NONE.

TRADEMARK

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RECORDED
PATENT & TRADEMARK OFFICE

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