

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Release R 5830 F 0849		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		08/28/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R.W. SMITH & CO.		
<b>Street Address:</b>	8555 Miralani Drive		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92126		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4540092	ALANI	
<b>Registration Number:</b>	4736840	CORNERSTONE	
<b>Registration Number:</b>	4317688	TRIA	
<b>Registration Number:</b>	4489569	VENU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<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>	212,318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	200 Park Avenue, 28th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	90794.00006		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		
<b>DATE SIGNED:</b>	08/29/2017		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of August 28, 2017 ("Effective Date"), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as collateral agent (in such capacity, together with its successors in such capacity, "Grantee"), in favor of **R. W. SMITH & CO.**, a California corporation ("Grantor").

**WHEREAS**, reference is made to (a) that certain ABL Credit Agreement, dated as of August 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TMK Hawk MidCo, Corp., a Delaware corporation ("Holdings"), TMK Hawk Parent, Corp., a Delaware corporation (the "Borrower"), the other borrowers from time to time party thereto, the Lenders from time to time party thereto and Wells Fargo, as the administrative agent, and (b) that certain ABL Collateral Agreement dated of August 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Grantor, and the other grantors from time to time party thereto and the Grantee;

**WHEREAS**, pursuant to the terms and conditions of that certain ABL Trademark Security Agreement, dated as of July 21, 2016, by and among Grantor and Grantee, which was recorded with the United States Patent and Trademark Office on July 22, 2016 at Reel 5830, Frame 0849 (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), the Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including those listed on **Schedule 1** hereto; and

**WHEREAS**, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby, on behalf of itself and the Secured Parties, covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby (i) terminates the Trademark Security Agreement, (ii) terminates, releases, and discharges its and the Secured Parties' security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and (iii) reassigns to Grantor all right, title, and interest that the Grantee or any Secured Party may have in the Trademark Collateral pursuant to the Trademark Security Agreement, together with the goodwill of the business symbolized thereby. The Grantor, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

2. Grantee hereby agrees to take all further actions, and provide to the Grantor and its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, duly executing, acknowledging, procuring and delivering any further documents) and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to more fully and effectively effectuate the release of the security interest in the Trademark Collateral contemplated hereby.

3. This Release and obligations of the parties hereunder, and all of their successors, assigns and transferees, shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
a national banking association, as Grantee

By:   
Name: Jason Shanahan  
Title: Authorized Signatory

**SCHEDULE 1**  
to  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>(Application)/ Registration No.</b>
R. W. SMITH & CO.	ALANI	4540092
R. W. SMITH & CO.	CORNERSTONE	4736840
R. W. SMITH & CO.	TRIA	4317688
R. W. SMITH & CO.	VENU	4489569

Schedule 1

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**RECORDED: 08/29/2017**

**TRADEMARK**  
**REEL: 006140 FRAME: 0679**