

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM442382

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Grant of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Capital Finance, LLC, as Agent		09/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Command Alkon Incorporated		
<b>Street Address:</b>	1800 International Park Drive, Suite 400		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35243		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Command Alkon (BVI), Ltd.		
<b>Street Address:</b>	1800 International Park Drive, Suite 400		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35243		
<b>Entity Type:</b>	Limited Company: VIRGIN ISLANDS, BRITISH		
<b>Name:</b>	CA Holdco, LLC		
<b>Street Address:</b>	1800 International Park Drive, Suite 400		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35243		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Command Alkon Holdings, Inc.		
<b>Street Address:</b>	1800 International Park Drive, Suite 400		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35243		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Construction Materials Technologies, Inc.		
<b>Street Address:</b>	1800 International Park Drive, Suite 400		
<b>City:</b>	Birmingham		

OP \$590.00 2782441

State/Country:	ALABAMA
Postal Code:	35243
Entity Type:	Corporation: ALABAMA

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2782441	COMMAND ALKON
Registration Number:	2808371	COMMANDAGGREGATE
Registration Number:	3273909	COMMANDASSIST
Registration Number:	2823983	COMMANDBATCH
Registration Number:	3261427	COMMANDCOMMERCE
Registration Number:	2808372	COMMANDCONCRETE
Registration Number:	2977937	COMMANDFLEET
Registration Number:	3796725	COMMANDOPTIMIZE
Registration Number:	2880132	COMMANDPERFORMANCE
Registration Number:	3620257	COMMANDQC
Registration Number:	2808370	COMMANDSERIES
Registration Number:	2808373	COMMANDSIGNAL
Registration Number:	2911482	CONAD
Serial Number:	85023793	PRECISION WATER SYSTEM
Serial Number:	77744729	WATCHER
Registration Number:	3635331	COMMANDTRACK
Registration Number:	3176748	INTEGRA
Serial Number:	86258203	COMMAND ALKON MOBILECOMMERCE
Serial Number:	85957900	COMMAND ALKON MOBILECONNECT
Serial Number:	86258199	COMMAND ALKON MOBILESALES
Serial Number:	86258207	COMMAND ALKON MOBILETICKET
Registration Number:	4392511	FIVECUBITS
Registration Number:	4392510	

**CORRESPONDENCE DATA**

**Fax Number:** 6173417701

*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.*

**Phone:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	09/07/2017
<b>Total Attachments: 7</b> source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page1.tif source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page2.tif source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page3.tif source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page4.tif source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page5.tif source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page6.tif source=Command Alkon - WF Termination and Release of Security Interest in Trademark Rights#page7.tif	

**TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

**THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this "Termination"), is dated as of September 1, 2017, and made by **WELLS FARGO CAPITAL FINANCE, LLC**, as Agent ("Grantee") to **COMMAND ALKON INCORPORATED**, a Delaware corporation, **COMMAND ALKON (BVI), LTD.**, a company incorporated in the British Virgin Islands, **CA HOLDCO, LLC**, a Delaware limited liability company, **COMMAND ALKON HOLDINGS, INC.**, a Delaware corporation and **CONSTRUCTION MATERIALS TECHNOLOGIES, INC.**, an Alabama corporation, each with a business address at 1800 International Park Drive, Suite 400, Birmingham, Alabama 35243 (each, a "Grantor" and, collectively, the "Grantors").

**WHEREAS**, Grantee and Grantors are parties to that certain First Lien Credit Agreement dated as of September 28, 2012 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

**WHEREAS**, pursuant to (a) that certain Trademark Security Agreement, dated as of October 28, 2010, made by certain of the Grantors in favor of Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "2010 Security Agreement"), (b) that certain Trademark Security Agreement, dated as of August 11, 2014, made by certain of the Grantors in favor of Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "FiveCubits Security Agreement") and (c) that certain Second Supplement to Trademark Security Agreement, made effective as of August 8, 2014, made by certain of the Grantors in favor of Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "2014 Security Agreement") (collectively, the "Security Agreements") and the Grantors granted to the Grantee, among other collateral as set forth therein, a security interest in all of the Grantors' right, title and interest in, to and under following, whether then owned or thereafter acquired or arising (the "Trademark Collateral");

(a) each Grantor's Trademarks and Trademark Intellectual Property Licenses to which such Grantor is a party including those set forth on Schedule A;

(b) all goodwill of the business connected with the sue of, and symbolized by, each Trademark and each Trademark Intellectual Property Licenses and;

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

**WHEREAS**, the 2010 Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 28, 2010, at Reel 004306 and Frame 0495;

**WHEREAS**, the 2014 Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 8, 2014, at Reel 005340 and Frame 0318;

**WHEREAS**, the FiveCubits Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 11, 2014, at Reel 005341 and Frame 0287; and

**WHEREAS**, Grantee now desires to terminate and release the Trademark Collateral, including, but not limited to, those Trademarks set forth on the attached Schedule A;

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

1. Definitions. All terms not herein defined, have the meanings set forth in the Security Agreements referenced above or, if not defined therein, in the Credit Agreement.

2. Release of Security Interest. Grantee hereby (a) terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including those Trademarks listed on the attached Schedule A, and (b) reassigns, transfers, and conveys to the person or persons legally entitled thereto all right, title and interest of Grantee in Trademark Collateral, including those Trademarks listed on the attached Schedule A.

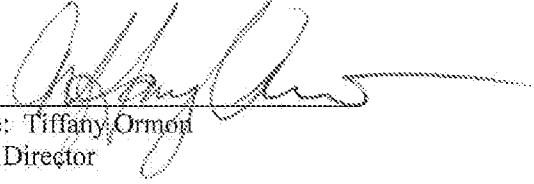
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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized signatory as of the date first written above.

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as Agent

By: \_\_\_\_\_

Name: Tiffany Ormon  
Title: Director

A handwritten signature in dark ink, appearing to read 'Tiffany Ormon', is written over a horizontal line. The signature is fluid and cursive.

Schedule A

Trademark Registrations/Applications

(see attached)

# SCHEDULE A

## Trademark Registrations/Applications

TRADEMARKS							
Ref. No.	Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	Cl.
<b>United States</b>							
T83515US02	COMMAND ALKON	02/27/2001	76-216,536	11/11/2003	2,782,441	Registered	09
T83515US07	COMMANDaggregate	03/13/2003	76-500,647	01/27/2004	2,808,371	Registered	09
T83515US13	COMMANDASSIST	10/18/2006	77-024,019	08/07/2007	3,273,909	Registered <sup>1</sup>	09
T83515US03	COMMANDbatch	12/13/2002	76-474,694	03/16/2004	2,823,983	Registered	09
T83515US11	COMMANDcommerce	02/26/2003	76-492,519	07/10/2007	3,261,427	Registered	09
T83515US08	COMMANDconcrete	03/13/2003	76-500,648	01/27/2004	2,808,372	Registered	09
T83515US10	COMMANDfleet	12/29/2003	76-567,644	07/26/2005	2,977,937	Registered	09
T83515US18	COMMANDoptimize	10/31/2008	77-604,824	06/01/2010	3,796,725	Registered	09
T83515US05	COMMANDperformance	03/13/2003	76-500,645	08/31/2004	2,880,132	Registered	09
T03301US00	COMMANDQC	11/27/2007	77-337,992	05/12/2009	3,620,257	Registered	09
T03000US00	COMMANDschedule					Proposed	09
T83515US06	COMMANDseries	03/13/2003	76-500,646	01/27/2004	2,808,370	Registered	09
T83515US09	COMMANDsignal	03/13/2003	76-500,649	01/27/2004	2,808,373	Registered	09
T83515US04	ConAd	03/13/2003	76-500,644	12/14/2004	2,911,482	Registered	09
T04222US00	Precision Water System	04/27/2010	85-023,793			Pending <sup>2</sup>	09
T04106US00	Watcher	05/26/2009	77-744,729			Allowed <sup>3</sup>	09
	COMMANDtrack	12/22/2008	77-637,989	06/09/2009	3,635,331	Registered	09
	Integra	02/18/05	78-775,744	11/28/2006	3,176,748	Registered <sup>4</sup>	09
<b>INDIA</b>							
T83515IN19NJ	COMMAND ALKON	01/21/2008	1644069			Pending	09
T83515IN18NJ	COMMANDbatch	01/21/2008	1644068			Pending	09



# TRADEMARK APPLICATIONS

TRADEMARK							
Ref. No.	Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	Cl.
<b>United States</b>							
T0C1959US26NJ	COMMAND ALKON MOBILEcommerce	4/21/2014	86/258,203	-	-	PENDING	09
T0C1959US22NJ	COMMAND ALKON MOBILECONNECT	6/12/2013	85-957,900	-	-	ALLOWED	09
T0C1959US27NJ	COMMAND ALKON MOBILEsales	4/21/2014	86/258,199	-	-	PENDING	09
T0C1959US25NJ	COMMAND ALKON MOBILEticket	4/21/2014	86/258,207	-	-	PENDING	09

## U.S. Registered Trademarks

PRECISION WATER SYSTEM	04/27/2010	85-023,793	1/14/2014	4,464,546	REGISTERED	09
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<b>Ohio</b>							
1199843	ALKON					REGISTERED	

Trademark Registrations/Applications

Design (Circle with Arcuate Path)	9/28/2009	✓	8/27/2013	4392510	REGISTERED	35, 42
FIVECUBITS	9/28/2009	✓	8/27/2013	4392511	REGISTERED	35, 38, 42

Trademark Licenses

None.