

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Grant of Security Interest in United States Trademarks and Patents recorded at Reel 5959/Frame 0987 and Reel 5980/Frame 0558		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Newstar Financial, Inc.		05/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Subcontractors, Inc.		
<b>Street Address:</b>	380 St. Peter Street, Suite 1020		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55102		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4676666	USI BUILDING SOLUTIONS	
<b>Registration Number:</b>	4819291	USI CONSTRUCTION SERVICES	
<b>Registration Number:</b>	4705245	USI	
<b>Registration Number:</b>	5258776	EAGLE ROCK SUPPLY	
<b>Registration Number:</b>	5271758	USI SIGNATURE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	56446-00027		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	05/01/2018		

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**Total Attachments: 5**

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**RELEASE OF GRANT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

This **RELEASE OF GRANT OF SECURITY INTERESTS IN UNITED STATES TRADEMARKS AND PATENTS** (this “*Release Agreement*”) is dated as of May 1, 2018, by **NEWSTAR FINANCIAL, INC.**, a Delaware corporation, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, “*Agent*”).

**WHEREAS**, United Subcontractors, Inc., a Utah corporation (“*Grantor*”), and Agent are parties to that certain Security Agreement, dated as of January 5, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Security Agreement*”); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement;

**WHEREAS**, Grantor executed and delivered a Trademark Security Agreement, dated as of January 5, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Trademark Agreement*”), granting Agent a security interest in and lien on certain trademark registrations and trademark applications (collectively, the “*Trademarks*”) described therein, including, for the avoidance of doubt, the Trademarks identified in Schedule A hereto, which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on January 5, 2017, at Reel 5959, Frame 0987, and on January 25, 2017, at Reel 5980, Frame 0558;

**WHEREAS**, Grantor executed and delivered a Patent Security Agreement, dated as of January 5, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Patent Agreement*”, together with the Trademark Agreement the “*IP Security Agreements*”), granting Agent a security interest in and lien on certain patents (collectively, the “*Patents*”, together with Trademarks, the “*Intellectual Property*”) described therein, including, for the avoidance of doubt, the Patent identified in Schedule B hereto, which was recorded with the USPTO on January 5, 2017, at Reel 040861, Frame 0878; and

**WHEREAS**, Grantor has requested that Agent release, and Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Intellectual Property.

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

1. Agent does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or the IP Security Agreements to the Intellectual Property, including for the avoidance of doubt, the Intellectual Property identified in Schedule A and Schedule B hereto, and any right, title or interest of Agent in such Intellectual Property shall hereby terminate, cease and become void. Agent hereby assigns, transfers and conveys any and all right, title or interest of Agent in the Intellectual Property to the Grantor.

2. This Release Agreement may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3. This Release Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any principles of conflicts of law.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Release Agreement by its duly authorized officer as of the date first above written.

**NEWSTAR FINANCIAL, INC.**, as Agent




A handwritten signature in cursive script that reads "Brian Forde".

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

Name: Brian Forde

Title: Managing Director

**SCHEDULE A**  
**TRADEMARKS**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Reg Date</b>
United Subcontractors, Inc. (Utah Corp.)	Federal		4676666	01/20/2015
United Subcontractors, Inc. (Utah Corp.)	Federal	USI CONSTRUCTION SERVICES	4819291	9/22/2015
United Subcontractors, Inc. (Utah Corp.)	Federal		4705245	03/17/2015
United Subcontractors, Inc. (Utah Corp.)	Federal	EAGLE ROCK SUPPLY	5258776	08/08/2017
United Subcontractors, Inc. (Utah Corp.)	Federal	USI SIGNATURE SOLUTIONS	5271758	08/22/2017
United Subcontractors, Inc.	Arizona	ALL-PURPOSE WINDOWS AND DOORS	393540	01/31/2007
United Subcontractors, Inc.	Arizona	PRESTON INSULATION	200489	10/19/1998
United Subcontractors, Inc.	Arizona	MESA INSULATION	191538	04/21/1998
United Subcontractors, Inc.	Arizona	MESA INSULATION SPECIALISTS	179788	08/15/1997
United Subcontractors, Inc.	Nevada	ALL-PURPOSE WINDOWS AND DOORS	E0789322007-1	11/16/2007
United Subcontractors, Inc.	New Mexico		TK07032001	03/20/2007

**SCHEDULE B**

**PATENTS**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
United Subcontractors, Inc.	Federal	Caulking Warmer	6713727	March 30, 2014