

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank		09/10/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Alliance Steel, Inc.		
Street Address:	3333 South Council Road		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73179		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3600905	ALLIANCE	
Registration Number:	3604909	ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	09/10/2018		
Total Attachments: 4			
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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT**, dated as of September 10, 2018 (this "Termination"), is made by SUNTRUST BANK, in its capacity as administrative agent pursuant to the Loan Agreement as defined below (in such capacity, the "Administrative Agent"), in favor of ALLIANCE STEEL, INC., an Oklahoma corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain First Amended and Restated Revolving Credit and Term Loan Agreement, dated as of January 21, 2014 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, ACI Building Systems, LLC, a Delaware limited liability company (formerly known as ACI Building Systems, Inc.) ("ACI" and together with Grantor, each a "Borrower" and collectively, the "Borrowers"), the Guarantors party thereto, the lenders from time to time party thereto, the issuing bank party thereto and the Administrative Agent, the Lenders agreed to provide the Borrowers with certain credit facilities;

WHEREAS, the Grantor, pursuant to that certain Trademark Security Agreement, dated as of January 21, 2014, by the Grantor in favor of the Administrative Agent (the "Trademark Security Agreement"), granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of the Grantor's Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on January 21, 2014, at Reel 5197, Frame No. 0314; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of such Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

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

1. Release of Lien. The Administrative Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all


documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.

4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of Georgia (without giving effect to the conflict of law principles thereof).

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination of Trademark Security Agreement to be duly executed as of the date first set forth above.

SUNTRUST BANK,
as Administrative Agent

By: 
Name: Catherine J. Harris
Title: Director

[Signature Page to Termination of Trademark Security Agreement]

#60080051

TRADEMARK
REEL: 006434 FRAME: 0027

Schedule A

I. REGISTERED TRADEMARKS

ALLIANCE

Serial No.: 77-225,849

Reg. No.: 3,600,905

Reg. Date: 04/07/2009



Serial No.: 77-225,637

Reg. No.: 3,604,909

Reg. Date: 04/14/2009

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.