

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503329

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		12/19/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	SOIL-NAIL HOLDINGS, LLC
Street Address:	4475 East 74th Avenue
Internal Address:	Suite 100
City:	Commerce City
State/Country:	COLORADO
Postal Code:	80022
Entity Type:	Limited Liability Company: DELAWARE
Name:	SOIL NAIL LAUNCHER, LLC
Street Address:	4475 East 74th Avenue
Internal Address:	Suite 100
City:	Commerce City
State/Country:	COLORADO
Postal Code:	80022
Entity Type:	Limited Liability Company: COLORADO
Name:	LANDSLIDE SOLUTIONS, LLC
Street Address:	2841 North Avenue
City:	Grand Junction
State/Country:	COLORADO
Postal Code:	81501
Entity Type:	Limited Liability Company: CALIFORNIA
Name:	GEOSTABILIZATION, LLC
Street Address:	4475 East 74th Avenue
Internal Address:	Suite 100
City:	Commerce City
State/Country:	COLORADO
Postal Code:	80022
Entity Type:	Limited Liability Company: COLORADO

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TRADEMARK

Name:	R & B LEASING, LLC
Street Address:	4475 East 74th Avenue
Internal Address:	Suite 100
City:	Commerce City
State/Country:	COLORADO
Postal Code:	80022
Entity Type:	Limited Liability Company: COLORADO
Name:	GEOTECHNICAL SUPPLY COMPANY, LLC
Street Address:	4475 East 74th Avenue
Internal Address:	Suite 100
City:	Commerce City
State/Country:	COLORADO
Postal Code:	80022
Entity Type:	Limited Liability Company: WYOMING

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3599864	BIOWALL
Registration Number:	3632588	GCS
Serial Number:	85720708	GEOBRIDGE
Registration Number:	3691782	GSI
Registration Number:	3699759	SUPERNAIL
Serial Number:	85720711	USGEOBRIDGE

CORRESPONDENCE DATA

Fax Number: 2124464900
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: 212-390-4147
Email: amanda.cirella@kirkland.com
Correspondent Name: Amanda Cirella (Paralegal)
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	22024-258
NAME OF SUBMITTER:	Amanda Cirella
SIGNATURE:	/AMANDA CIRELLA/
DATE SIGNED:	12/24/2018

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of December 19, 2018, is made by **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent (together with its successors and assigns in such capacity, the "Agent") in favor of **SOIL-NAIL HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), **SOIL NAIL LAUNCHER, LLC**, a Colorado limited liability company ("SNL"), **LANDSLIDE SOLUTIONS, LLC**, a California limited liability company ("LSL"), **GEOSTABILIZATION, LLC**, a Colorado limited liability company ("GSL"), **R & B LEASING, LLC**, a Colorado limited liability company ("R & B"), and **GEOTECHNICAL SUPPLY COMPANY, LLC**, a Wyoming limited liability company ("Geotechnical", and collectively with Holdings, SNL, LSL, GSL and R & B, the "Grantors" and each a "Grantor").

WITNESSETH:

WHEREAS, Agent and the Grantors are parties to that certain Intellectual Property Security Agreement, dated as of December 28, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Agent, for the benefit of the Secured Creditors (as defined therein), a first priority security interest in the Intellectual Property (as defined in the Security Agreement), including the patents and patent applications set forth on Schedule A and the trademark and service mark registrations and applications set forth on Schedule B (collectively, the "Released Collateral");

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 10, 2013, at Reel 4939, Frame 0981;

WHEREAS, the Security Agreement was recorded by the Patent Division of the United States Patent and Trademark Office on January 10, 2013, at Reel 29601, Frame 0855; and

WHEREAS, the Grantors have requested that Agent execute this Release to evidence the release of its continuing security interest in the Released Collateral and the reassignment of any and all rights Agent may have in the same to each such Grantor.

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

SECTION 1. The Agent hereby, on behalf of itself and the Secured Creditors (i) terminates the Security Agreement, and (ii) releases and re-assigns to each Grantor any and all liens, security interests, right, title and interest it may have in, to and under the Released Collateral, together with the goodwill of the business symbolized thereby.

SECTION 2. Agent agrees to take all further actions, and provide to each Grantor and 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 each Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. Agent hereby authorizes and requests that the Commissioner for Trademarks, the Commissioner of Patents and any other applicable government officer record this Release.

SECTION 3. This Release may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of

an executed counterpart of a signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this Release.

SECTION 4. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the day and year first above written.

FIFTH THIRD BANK, as Agent

By: 
Name: Kee Bowen, MD
Title: Duly Authorized Signatory

SCHEDULE A
PATENT COLLATERAL

Patent	Owner	Jurisdiction	Serial No./ Filing Date	Patent No./ Issue Date
Abutment with Seismic Restraints	R&B	United States	10/043,693 1/10/2002	6,745,421 6/8/2004
Method and Apparatus for Creating Soil or Rock Subsurface Support	R&B	United States	10/741,951 12/18/2003	7,226,247 6/5/2007
Soil Nail and Method of Installing a Subsurface Support	R&B	United States	11/460,317 7/27/2006	7,338,233 3/4/2008
Method and Apparatus for Creating Soil or Rock Subsurface Support		Canada	2,591,617 7/16/2007	2,591,617 6/14/2011
Self-Centralizing Soil Nail and Method of Creating Subsurface Support	R&B	United States	12/646,573 12/23/2009	8,851,801 10/17/2014
Composite Self-Drilling Soil Nail and Method	R&B	United States	12/646,672 12/23/2009	9,273,442 3/1/2016
Method and Apparatus for Creating Soil or Rock Subsurface Support	R&B	Canada	2,692,138 2/4/2010	2,692,138 5/21/2013
Method and Apparatus for Creating Soil or Rock Subsurface Support	R&B	New Zealand	583117 2/5/2010	583117 2/9/2011
Method and Apparatus for Creating Soil or Rock Subsurface Support	R&B	New Zealand	586911 2/5/2010	586911 2/9/2011
Method and Apparatus for Creating Soil or Rock Subsurface Support	R&B	Australia	2010200459 2/11/2010	2010200459 3/25/2013
Method and Apparatus for Creating Soil or Rock Subsurface Support	R&B	United States	13/586,683 8/15/2012	
Soil Nail Launcher	R&B	United States	12/118,426 5/9/2008	7,654,775 2/2/2010

Soil Nail Launcher	R&B	Canada	2,665,665 5/8/2009	2,665,665 12/20/2011
Soil Nail Launcher	R&B	New Zealand	576901 5/8/2009	576901 1/8/2011
Soil Nail Launcher	R&B	Australia	2009243461 12/1/2009	2009243461 7/28/2011
Subsurface Platforms for Supporting Bridge/Culvert Constructions	R&B	United States	10/745,902 12/23/2003	6,890,127 5/10/2005
System and Method for Increasing Roadway Width Incorporating a Reverse Oriented Retaining Wall and Soil Nail Supports	R&B	United States	12/785,321 5/21/2010	
System and Method for Soil Stabilization of Sloping Surface	R&B	United States	11/693,586 3/29/2007	7,384,217 6/10/2008

SCHEDULE B
TRADEMARK COLLATERAL

Trademark	Owner	Jurisdiction	Application No./ Application Date	Registration No./ Registration Date	Class
Greenwall	Soil Nail Launcher, Inc.	Colorado		20061380609 09/18/2006	037
BIOWALL	R&B	United States	77/411,271 3/3/2008	3,599,864 3/31/2009	037
GCS	R&B	United States	77/411,277 3/3/2008	3,632,588 6/2/2009	037
GcsBarrier	R&B	Colorado		20081131559 03/07/2008	037
GEOBRIDGE	R&B	United States	85/720,708 9/5/2012		042
GSI	R&B	United States	77/669,471 2/12/2009	3,691,782 10/6/2009	042
SUPERNAIL	R&B	United States	77/414,825 3/6/2008	3,699,759 10/20/2009	037
USGEOBRIDGE	R&B	United States	85/720,711 9/5/2012		042