

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gibraltar Business Capital, LLC		01/16/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Millard Lumber Inc.		
<b>Street Address:</b>	12900 I Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68137		
<b>Entity Type:</b>	Corporation: NEBRASKA		
<b>Name:</b>	Millard Lumber of Kansas City, LLC		
<b>Street Address:</b>	12900 I Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68137		
<b>Entity Type:</b>	Limited Liability Company: KANSAS		
<b>Name:</b>	R5, LLC		
<b>Street Address:</b>	12900 I Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68137		
<b>Entity Type:</b>	Limited Liability Company: NEBRASKA		
<b>Name:</b>	GEO Transload, LLC		
<b>Street Address:</b>	12900 I Street		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68137		
<b>Entity Type:</b>	Limited Liability Company: NEBRASKA		
<b>Name:</b>	MLI, L.L.C.		
<b>Street Address:</b>	12900 I Street		

OP \$140.00 3347119

<b>City:</b>	Omaha
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68137
<b>Entity Type:</b>	Limited Liability Company: NEBRASKA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3347119	MILLARD LUMBER INC.
<b>Registration Number:</b>	3377365	TURNKEY MILLARD LUMBER INC.
<b>Registration Number:</b>	4755140	MORE THAN LUMBER
<b>Registration Number:</b>	3598376	YOUR SHADE OF GREEN
<b>Registration Number:</b>	3661768	YOUR SHADE OF GREEN

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** laura.o'brien@hkllaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Ave.  
**Address Line 2:** 11th Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>ATTORNEY DOCKET NUMBER:</b>	136135.00020
<b>NAME OF SUBMITTER:</b>	Laura O'Brien
<b>SIGNATURE:</b>	/Laura O'Brien/
<b>DATE SIGNED:</b>	01/17/2019

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Termination") is dated as of January 16, 2019 and made by (i) **GIBRALTAR BUSINESS CAPITAL, LLC**, in its capacity as Lender under the below-defined Loan Agreement ("Secured Party"), to (ii) **MILLARD LUMBER INC.**, a Nebraska corporation ("ML INC"), **MILLARD LUMBER OF KANSAS CITY, LLC**, a Kansas limited liability company ("ML KC"), **R5, LLC**, a Nebraska limited liability company ("R5"), **GEO TRANSLOAD, LLC**, a Nebraska limited liability company ("GEO"), and **MLI, L.L.C.**, a Nebraska limited liability company ("ML LLC" and, together with ML INC, ML KC, R5 and GEO, individually and collectively, on a joint and several basis, the "Debtor").

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of December 22, 2015 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Loan Agreement") among Secured Party as Lender and Debtor as Borrower and (ii) Intellectual Property Security Agreement dated as of December 22, 2015, made between Debtor and Secured Party (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Security Agreement"), a security interest was granted by the Debtor to Secured Party in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on February 12, 2018, at Reel 006271, Frame 0119; and

WHEREAS, Secured Party now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Secured Party hereby states as follows:

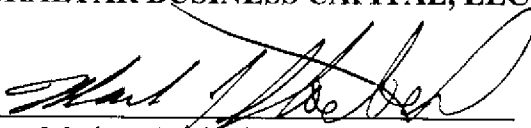
1. Definitions. The term "Trademarks", as used herein, shall have the meaning set forth in the Security Agreement, and includes, without limitation, all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.

2. Release of Security Interest. Secured Party hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks.

3. Further Assurances. By this instrument, Secured Party authorizes and requests that Debtor, or its designees, including without limitation JPMorgan Chase Bank, N.A., record this Termination with the USPTO and with any other organization with which a filing of this Termination will effect a termination, release and discharge of the Secured Party's security interest in any of the Trademarks.

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

**GIBRALTAR BUSINESS CAPITAL, LLC**

By:   
Mark J. Stoeberl  
Its: Chief Credit Officer

**SCHEDULE A**  
**TRADEMARKS**

**Nebraska Trademarks**

1. Apex Cabinets, Reg. No. 10015244
2. Component Building Parts, Reg. No. 6750583
3. Engineered Lumber Systems, Reg. No. 1324825
4. Freestyle Homes, Reg. No. 6825435
5. Hyland Bros., Reg. No. 10025897
6. Hyland Bros. Lumber Co., Reg. No. 10025898
7. Lumber Sales & Service, Reg. No. 6752942
8. Schollman Hardware, Reg. No. 1710737
9. Schollman Hardware Supply, Reg. No. 1618337

**Federal Trademarks**

1. Millard Lumber Inc. logo, Reg. No. 3347119
2. Millard Lumber Inc. turnkey logo, Reg. No. 3377365
3. More Than Lumber, Reg. No. 4755140
4. Your Shade of Green (design), Reg. No. 3598376
5. Your Shade of Green (words only), Reg. No. 3661768