

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 6233/0929		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		11/20/2018	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Tecta America Oklahoma LLC		
Street Address:	3143 N 32nd Street		
City:	Muskogee		
State/Country:	OKLAHOMA		
Postal Code:	74401		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1990536	CONVERTING FLAT ROOFS TO SLOPED	
Registration Number:	2267451	WEATHERBOSS CONVERTER	
Registration Number:	2066154	WEATHERBOSS	
Registration Number:	2305975	DURASTEEL	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	20523-19 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	11/20/2018		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 20th day of November, 2018 (the “Release Date”), by The Bank of Nova Scotia, (the “Agent”), for the benefit of and Tecta America Oklahoma LLC, a Wisconsin limited liability company (the “Debtor”).

WHEREAS, Tecta Oklahoma has entered into that certain Second Trademark Collateral Agreement, dated as of December 12, 2017 with the Agent (the “Second Trademark Collateral Agreement”), in connection with that certain Security Agreement, dated as of August 31, 2016 among the Debtor, the other guarantors party thereto and the Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Second Trademark Collateral Agreement, in conjunction with the Security Agreement, the Debtor pledged and granted to the Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Debtor, whether then existing or thereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): each trademark, trademark registration, and trademark application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and all proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule 1 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, the Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral pursuant to the Security Agreement, the Second Trademark Collateral Agreement was recorded by the USPTO on December 19, 2017 at Reel 6233, Frame 0929; and

WHEREAS, the Obligations have been paid in full and the Debtor has requested that the Agent release its security interest in the Trademark Collateral.

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

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby, on behalf of itself and the Secured Creditors, irrevocably and forever terminates, releases and discharges the Trademark Collateral Agreement, any and all of its continuing security interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by the Debtor under the Security Agreement and the Second Trademark Collateral Agreement. The Agent reassigns to each Debtor all right, title and interest to all Trademark Collateral referred to in the Second Trademark Collateral Agreement.

2. Recordation of Release. The Agent shall cause this Release to be recorded with the U.S. Patent and Trademark Office for the purpose of recording the release of the Agent's security interest in the Trademark Collateral.

3. Further Actions. The Agent further agrees provide to the Debtor and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation to execute any other documents) and take any further action that the Debtor may reasonably request to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

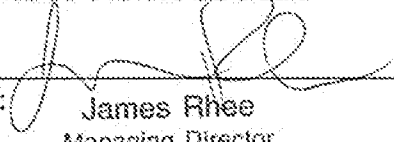
4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

THE BANK OF NOVA SCOTIA

By: 
Name: James Rhee
Title: Managing Director


Lihor Abraham
Associate Director

SCHEDULE 1

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	App. No.	Filing Date.	Registration Number	Registration Date
Tecta America Oklahoma LLC	CONVERTING FLAT ROOFS TO SLOPED	74/619614	January 9, 1994	1990536	July 30, 1996
Tecta America Oklahoma LLC	WEATHERBOSS CONVERTER	74/619615	January 9, 1995	2267451	August 3, 1999
Tecta America Oklahoma LLC	WEATHERBOSS	74/619616	January 9, 1995	2066154	June 3, 1997
Tecta America Oklahoma LLC	DURASTEEL	75/573259	October 19, 1998	2305975	January 4, 2000