

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		04/04/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BELFOR USA GROUP, INC.		
Street Address:	185 OAKLAND AVENUE		
Internal Address:	SUITE 150		
City:	BIRMINGHAM		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86187753	DRIPLOC	
Serial Number:	86187752		
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5073		
Email:	ksolomon@stblaw.com		
Correspondent Name:	CORINA MCINTYRE, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1209		
NAME OF SUBMITTER:	CORINA MCINTYRE		
SIGNATURE:	/CM/		
DATE SIGNED:	04/18/2019		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Release"), effective as of April 4, 2019, given by JPMORGAN CHASE BANK, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent ("Agent") for the several banks and other financial institutions ("Lenders"), parties to the Credit Agreement, dated as of November 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BELFOR HOLDINGS INC. ("Holdings"), BELFOR (USA) LTD. ("Parent"), BELFOR USA GROUP, INC. ("Borrower"), BELFOR EUROPE GmbH ("European Borrower"), BELFOR (CANADA) INC. ("Canadian Borrower"), the Lenders and the Agent, as amended as of April 1, 2014 by the First Amendment (the "Amendment") among Holdings, Parent, Borrower, European Borrower, Canadian Borrower, the Lenders and the Agent and the Incremental Term Loan Activation Notice dated as of April 1, 2014, by the Borrower in favor of the Agent ("Incremental Notice"), to BELFOR USA GROUP, INC. ("Borrower"), a Colorado Corporation, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009, BELFOR EUROPE GmbH (the "European Borrower"), a German corporation located at 47119 Duisburg-Ruhrort, Franz-Haniel-Platz 6-8, Federal Republic of Germany and HOODZ INTERNATIONAL LLC, a Delaware limited liability company, located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 (collectively, the "Grantors"), as follows:

W I T N E S S E T H

WHEREAS, in connection with the Credit Agreement, Holdings, Parent, Borrower and certain of its subsidiaries are parties to the Guarantee and Collateral Agreement, dated as of November 3, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement") and granted to the Agent a security interest in the United States trademark registrations and applications set forth on Schedule A attached hereto (the "Trademarks") to secure the Obligations (as defined in the Guarantee and Collateral Agreement);

WHEREAS, in furtherance of the Guarantee and Collateral Agreement, the Grantors executed a Grant of Security Interest in Trademark Rights, dated April 1, 2014 (the "Trademark Security Agreement"), which was recorded by the U.S. Patent and Trademark Office on April 3, 2014, at Reel 5251 and Frame 0240;

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Grantors and to terminate the encumbrance created by the Trademark Security Agreement in respect of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, without recourse or warranty, the Agent hereby terminates the Trademark Security Agreement and terminates, releases, cancels, relinquishes and discharges the security interest in the Trademarks created by the Trademark Security Agreement and the Guarantee and Collateral Agreement and reassigns all right, title and interest it has in the Trademarks to the Grantors. No security interest is being released other than in respect of the Trademarks set forth in Schedule A hereto.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTORS' AND THE ADMINISTRATIVE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed on the date first written above.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: *Jennifer Folsom*
Name: Jennifer Folsom
Title: Authorized Officer

[Trademark Release Signature Page]

TRADEMARK
REEL: 006622 FRAME: 0899

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Reg. No./Serial No.</u>
DRIPLOC	86,187,753
[Design Only]	86,187,752