

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as the Agent		05/03/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PENHALL COMPANY		
Street Address:	7501 Esters Blvd.		
Internal Address:	Suite 150		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4110465	PENHALL CO. CONCRETE SAWING AND BREAKING	
Registration Number:	4096111	SCAN BEFORE YOU CUT	
Registration Number:	4039285		
Registration Number:	3879502		
Registration Number:	2966285	GRAFSCAN	
Registration Number:	3926894	PENHALL BRIDGE RESTORATION SERVICES	
Registration Number:	3929995	PENHALL PAVEMENT RESTORATION SERVICES	
Registration Number:	3909291	PENHALL PAVEMENT RESTORATION SERVICES	
Registration Number:	3909290	PENHALL BRIDGE RESTORATION SERVICES	
Registration Number:	4220982	PENHALL COMPANY	
Registration Number:	4281689	PENHALL COMPANY	
Registration Number:	4249081	PENHALL	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
TRADEMARK			

CH \$315.00 4110465

Correspondent Name: Danielle Nelson c/o King & Spalding LLP
Address Line 1: 1185 Avenue of the Americas
Address Line 2: FL 35
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 23743.009008

NAME OF SUBMITTER: Danielle Nelson

SIGNATURE: /s/ Danielle Nelson

DATE SIGNED: 05/03/2019

Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”), dated as of May 3, 2019, is made by ANTARES CAPITAL LP, as administrative agent and collateral agent (the “Agent”), successor by assignment from GENERAL ELECTRIC CAPITAL CORPORATION (the “Retired Agent”), in favor of PENHALL COMPANY (the “Grantor”) as follows:

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 4, 2012 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time), by and among Grantor and the Retired Agent, and recorded with the United States Patent and Trademark Office (the “USPTO”) on May 4, 2012 at Reel 004779, Frame 0551 (the “Trademark Security Agreement”), the Grantor granted to the Agent a security interest in and to all of Grantor’s right, title and interest in their United States trademarks, trademark registrations, trademark applications and other Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those set forth on Schedule A attached hereto (collectively “the “Trademark Collateral”);

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time, the “Assignment of Intellectual Property Security Agreement”), by and among the Retired Agent and the Agent, and recorded with the USPTO on August 21, 2015, at Reel 5607, Frame 0312 (as corrected by the recording at Reel 005651, Frame 0584), the Retired Agent assigned and transferred to the Agent, all of its rights, title and interest in and to the Trademark Security Agreements; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its security interest in the Trademark Collateral.

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

The Agent hereby, without recourse, representation, warranty or other assurance of any kind by the Agent (express or implied) as to the Agent’s rights in any Trademarks, the condition or value of any Trademarks, or any other matter, terminates, discharges and releases its security interest and lien in all right, title and interest in to, and under the Trademark Collateral, together with the goodwill of the business symbolized thereby, and reassigns any and all security interests that it may have therein to the Grantor. The Agent hereby authorizes the Grantor or the Grantor’s authorized representatives to record this Release with the United States Patent and Trademark Office.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor’s expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral.

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 AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

ANTARES CAPITAL LP,
as the Agent

By: Devasena Vallabhaneni

Name: Devasena Vallabhaneni







Its: Duly Authorized Signatory

SCHEDULE A
RELEASED TRADEMARKS

TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

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TRADEMARK
REEL: 006636 FRAME: 0765

Trademark/ Image if any	Country	Registration Number	Registration Date	Application Number	Owner
	USA	4,110,465	3/6/2012	85/357,589	Penhall Company
SCAN BEFORE YOU CUT	USA	4,096,111	2/7/2012	85/354,327	Penhall Company
	USA	4,039,285	10/11/2011	85/007,890	Penhall Company
	USA	3,879,502	11/23/2010	85/007,885	Penhall Company
GRAFSCAN	USA	2,966,285	7/12/2005	78/277,473	Penhall Company
PENHALL BRIDGE RESTORATION SERVICES	USA	3,926,894	3/1/2011	77/959,491	Penhall Company
PENHALL PAVEMENT RESTORATION SERVICES	USA	3,929,995	3/8/2011	77/959,486	Penhall Company
	USA	3,909,291	1/8/2011	77/959,477	Penhall Company
	USA	3,909,290	1/8/2011	77/959,464	Penhall Company
	Canada	TMA808505	10/6/2011	1,479,645	Penhall Company
PENHALL	Canada	TMA749831	10/8/2009	1,395,666	Penhall Company

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	Canada	TMA810173	10/25/2011	1,479,643	Penhall Company
	Canada	TMA747976	9/17/2009	1,395,830	Penhall Company
PENHALL PAVEMENT RESTORATION SERVICES	Canada	TMA818286	2/23/2012	1,479,483	Penhall Company
	Canada	TMA810175	10/25/2011	1,479,644	Penhall Company
PENHALL STRUCTURE SCAN	Canada	TMA777442	9/17/2010	1,459,183	Penhall Company
	Canada	TMA751501	10/28/2009	1,395,664	Penhall Company
	USA	4220982	10/9/2012	85/508,938	Penhall Company
PENHALL COMPANY	USA	4281689	1/9/2013	85/508,936	Penhall Company
PENHALL	USA	4249081	11/27/2012	85/511,331	Penhall Company
PENHALL	Canada	TMA864595	11/7/2013	1,568,151	Penhall Company
PENHALL BRIDGE RESTORATION SERVICES	Canada	TMA825865	6/7/2012	1,479,485	Penhall Company
	Canada	TMA843103	2/12/2013	1,534,271	Penhall Company
PENHALL COMPANY	Canada	TMA863436	10/23/2013	1,567,659	Penhall Company
	Canada	TMA864593	11/7/2013	1,567,895	Penhall Company

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SCAN BEFORE YOU CUT	Canada	TMA842753	2/7/2013	1,534,274	Penhall Company
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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

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RECORDED: 05/03/2019

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