

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association, as Administrative Agent		08/14/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dune Company of Yuma, L.L.C.		
<b>Street Address:</b>	370 S. Main Street		
<b>City:</b>	Yuma		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85364		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2573431	DUNE	
<b>Registration Number:</b>	2541533	SALGON	
<b>Registration Number:</b>	2509912	DUNEUP	
<b>Registration Number:</b>	2455170	PINTAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.028008		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	08/19/2019		

TRADEMARK

**Total Attachments: 3**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August/4, 2019 ("**Release**"), is made by Wells Fargo Bank, National Association, as Administrative Agent ("**Administrative Agent**"), in favor of Dune Company of Yuma, L.L.C., an Arizona limited liability company ("**Grantor**").

**WHEREAS**, pursuant to that certain Security Agreement dated as of June 15, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among the Grantor, Administrative Agent, and others party thereto and the Grant of Security Interest [Trademarks] dated as of June 15, 2007 ("**Trademark Security Agreement**") by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders (collectively, the "**Secured Parties**"), a security interest in all right, title and interest of the Grantor in and to the Collateral (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on July 5, 2007 at Reel 3575 Frame 0929.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, hereby:


- (a) y terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in and to the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Further Assurances.** Administrative Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Wells Fargo Bank, National Association,  
as Administrative Agent

By:   
Name: Michael Walker  
Title: S.P.P.

Schedule A

Dune Company of Yuma, L.L.C.  
(Arizona Limited Liability Company)

U.S. Trademarks Subject to Security Interest  
Granted by Dune Company of Yuma, L.L.C.  
In Favor of Wells Fargo Bank, N.A., as Administrative Agent  
Recorded July 5, 2007 at Reel 3575 Frame 0929

Trademark Registrations

Mark	Reg. No.	Reg. Date
DUNE	2573431	05/28/02
SALGON	2541533	02/19/02
DUNEUP	2509912	11/20/01
PINTAR	2455170	05/29/01