

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECOND LIEN SECURITY INTEREST AT REEL/FRAME 6132/0637
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP PARIBAS		11/07/2019	BANKING CORPORATION: FRANCE

## RECEIVING PARTY DATA

<b>Name:</b>	Varsity Contractors, Inc.
<b>Street Address:</b>	3605 Ocean Ranch Blvd, Suite 200
<b>City:</b>	Oceanside
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92056
<b>Entity Type:</b>	Corporation: IDAHO

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1495370	Varsity
Registration Number:	3613780	JANOPS
Registration Number:	4042284	JANOPS
Registration Number:	3523416	Varsity
Serial Number:	86675854	REAL RELIABILITY REAL RESPONSE REAL REDU
Registration Number:	5153627	REAL RELIABILITY REAL RESPONSE REAL REDU

## CORRESPONDENCE DATA

Fax Number: 2129692900

*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.*

Phone: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Al Lucia

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 43082-091

CH \$165.00 1495370

<b>NAME OF SUBMITTER:</b>	Al Lucia
<b>SIGNATURE:</b>	/Al Lucia/
<b>DATE SIGNED:</b>	11/08/2019
<b>Total Attachments: 3</b> source=KBS - 2L Trademark Release (VCI) [Executed]#page1.tif source=KBS - 2L Trademark Release (VCI) [Executed]#page2.tif source=KBS - 2L Trademark Release (VCI) [Executed]#page3.tif	

**RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of November 7, 2019, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **VARSITY CONTRACTORS, INC.**, an Idaho corporation (the “Grantor”).

**W I T N E S S E T H**

WHEREAS, pursuant to (i) that certain Second Lien Pledge and Security Agreement, dated as of October 29, 2014, by and among the grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Security Agreement”), and (ii) that certain Second Lien Trademark Security Agreement, dated as of August 17, 2017, by and between the Grantor and the Collateral Agent (the “Intellectual Property Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Intellectual Property Security Agreement) of the Grantor, including those Trademarks identified on Schedule A attached hereto (the “IP Security Interest”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 17, 2017 at Reel 6132, Frame 0637;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and Intellectual Property Security Agreement and requests a release of the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.


NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Trademark Collateral (including, without limitation, the Trademarks identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.
4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

*[Signature page follows]*

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**BNP PARIBAS, as Collateral Agent**

By:   
Name: \_\_\_\_\_  
Title: **Charles V. ...**  
**Director**

By:   
Name: **Aadil Zuberi**  
Title: **Vice President**

[Release of Second Lien Security Interest in Intellectual Property]

**Schedule A**

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
VARSITY & Design	1495370 (73/550,592)	7/05/88 (7/29/85)	Varsity Contractors, Inc.
JANOPS (Child)	3613780 (77976877)	4/28/09 (2/13/07)	Varsity Contractors, Inc.
JANOPS	4042284 (77106453)	10/18/11 (2/13/07)	Varsity Contractors, Inc.
VARSITY	3523416 (77296728)	10/28/08 (10/04/07)	Varsity Contractors, Inc.
R3 LOGO (ITU)	Registration Pending (86675854)	Registration Pending (6/26/15)	Varsity Contractors, Inc.
R3 LOGO	5153627 (86675887)	3/07/17 (6/26/15)	Varsity Contractors, Inc.

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