

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank, National Association		01/16/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Groundworks Ohio, LLC		
<b>Street Address:</b>	1741 Corporate Landing Parkway		
<b>City:</b>	Virginia Beach		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23454		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5346150	DRY. SOUND. USABLE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127069000		
<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>	312-701-8209		
<b>Email:</b>	mmthomas@mayerbrown.com, mdecember@mayerbrown.com		
<b>Correspondent Name:</b>	Madelaine M. Thomas		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	19638403		
<b>NAME OF SUBMITTER:</b>	Madelaine M. Thomas		
<b>SIGNATURE:</b>	/Madelaine M. Thomas/		
<b>DATE SIGNED:</b>	01/21/2020		
<b>Total Attachments: 3</b>			
source=Release of Security Interest in Trademarks (Groundworks OBA, LLC)#page1.tif			
source=Release of Security Interest in Trademarks (Groundworks OBA, LLC)#page2.tif			
source=Release of Security Interest in Trademarks (Groundworks OBA, LLC)#page3.tif			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), dated as of January 16, 2020, is made by Fifth Third Bank, National Association (formerly known as Fifth Third Bank), in its capacity as Administrative Agent on behalf of the Secured Parties pursuant to the Credit Agreement (as defined in the Security Agreement) (in such capacity, the “Administrative Agent”), in favor of Groundworks Ohio, LLC, a Delaware limited liability company (formerly known as Groundworks OBA, LLC) (“Grantor”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement (as those terms are defined below).

WHEREAS, Grantor and Administrative Agent are parties to that certain Security Agreement and Pledge Agreement dated as of July 12, 2019 (either as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), in favor of Administrative Agent for the benefit of the Secured Parties;

WHEREAS, Grantor and Administrative Agent are parties to that certain Trademark Security Agreement dated as of September 27, 2019, recorded with the United States Patent and Trademark Office (“USPTO”) at Trademark Reel 6758, Frame 0865 on September 30, 2019 (the “Trademark Security Agreement”);

WHEREAS, pursuant to that certain Trademark Security Agreement, the Grantor pledged to Administrative Agent, for the benefit of the Secured Parties, a security interest (referred to in this Release as the “Trademark Security Agreement”) in the Grantor’s right, title and interest in, to and under such Grantor’s Intellectual Property (as defined in the Security Agreement), including that Trademark referred to on Schedule 1 hereto; and

WHEREAS, Administrative Agent has agreed to terminate and release all of its right, title and interest in or to the Intellectual Property, including the security interest therein.

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

1. Release of Lien. Administrative Agent hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the security interest, in and to the Intellectual Property arising in connection with the Security Agreement and assigns, discharges, quit claims and relinquishes unto Grantor any and all right, title and interest it has in and to the Intellectual Property.

2. Further Assurances. Administrative Agent shall take all further actions, and provide to the Grantor and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor, and at Grantor’s cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

**FIFTH THIRD BANK, NATIONAL ASSOCIATION,**  
formerly known as Fifth Third Bank

By:   
Name: Curtis Baker  
Title: Director

[Signature Page to Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006842 FRAME: 0631**

**Schedule 1 to  
Release of Security Interest in Trademark**

<b>Owner's Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
Groundworks OBA, LLC	87/441,185	5,346,150	DRY. SOUND. USABLE!	5/8/2017	11/28/2017

[Groundworks] Release of Security Interest in Trademarks (Groundworks OBA, LLC)  
#72286535

**RECORDED: 01/21/2020**

**TRADEMARK  
REEL: 006842 FRAME: 0632**