

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		02/03/2020	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	CONTINENTAL BUILDING PRODUCTS OPERATING COMPANY, LLC		
Street Address:	12950 WORLDGATE DRIVE		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2505424	FIRE WATERCHECK	
Registration Number:	2254925	FIRECHECK	
Registration Number:	2945324	L5	
Registration Number:	2825850	L5	
Registration Number:	4126855	LIFTLITE	
Registration Number:	3353487	MOLD DEFENSE	
Registration Number:	2701067	PROTECTA	
Registration Number:	3448360	RAPID COAT	
Registration Number:	3547893	RAPID COAT LOW DUST	
Registration Number:	2489194	RAPID JOINT	
Registration Number:	2309014	SAGCHECK	
Registration Number:	2220303	WATERCHECK	
Registration Number:	3831431	W DFZ	
Registration Number:	3831442	M DFZ	
Registration Number:	4549328	CONTINENTAL	
Registration Number:	4717550	CONTINENTAL	
Registration Number:	4817268	CONTINENTAL	
Serial Number:	86436111	RAPID DECO	

OP \$465.00 2505424

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4756**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Jay daSilva**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 1182704 TM**NAME OF SUBMITTER:** Mariah Kenna**SIGNATURE:** /Mariah Kenna/**DATE SIGNED:** 02/03/2020**Total Attachments: 5**

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This RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of February 3, 2020 (this “Release”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“CS”), as the administrative agent and collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”), in favor of the Grantor (as defined below).

A. Reference is made to (i) the Amended and Restated Guarantee and Collateral Agreement, dated as of August 18, 2016 (the “Guarantee and Collateral Agreement”), among Continental Building Products, Inc., a Delaware corporation (“Holdings”), Continental Building Products Operating Company, LLC, a Delaware limited liability company (the “US Borrower”), the Subsidiaries of the US Borrower from time to time party thereto and CS, as administrative agent and collateral agent; (ii) the Existing Guarantee and Collateral Agreement (as defined in the Guarantee and Collateral Agreement); (iii) the Amended and Restated Credit Agreement, dated as of August 18, 2016 (as amended on February 21, 2017 and December 6, 2017, the “Credit Agreement”), among Holdings, US Borrower, Continental Building Products Canada Inc., a Canadian federal corporation (the “Canadian Borrower” and, together with the US Borrower, the “Borrowers”), the several banks and other financial institutions or entities from time to time party thereto and CS, as administrative agent and as collateral agent; and (iv) the Amended and Restated Trademark Security Agreement dated as of August 18, 2016 by the US Borrower (the “Grantor”) in favor of the Administrative Agent (the “Trademark Security Agreement”); and (v) the First Lien Trademark Security Agreement, dated as of August 30, 2013 by and between the Grantor in favor of the Administrative Agent (the “Existing Trademark Security Agreement”, and together with the Trademark Security Agreement, Existing Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement, the “Security Agreements”).

B. Pursuant to the Security Agreements, the Grantor granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in, to and under, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement and the Existing Trademark Security Agreement), including the Trademarks set forth in Schedule I hereto (together with all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill), and pursuant to the Trademark Security Agreement and the Existing Trademark Security Agreement, such security interest was recorded with the United States Patent & Trademark Office (the “USPTO”) on August 18, 2016 at Reel/Frame 005859/0642 and on October 1, 2013 at Reel/Frame 005121/0017, respectively.

C. Pursuant to the Payoff Letter dated as of February 3, 2020, the Administrative Agent has agreed to release all of its security interest in all right, title and interest granted to it, for the benefit of the Secured Parties, under the Security Agreements in and to the Trademark Collateral.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement, the Guarantee and Collateral Agreement, the Existing Guarantee and Collateral Agreement, the Trademark Security Agreement or the Existing Trademark Security Agreement, as applicable.

SECTION 2. Release. The Administrative Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, hereby (i) terminates the Trademark Security Agreement and the Existing Trademark Security Agreement and (ii) irrevocably and unconditionally releases, relinquishes and fully discharges its and their lien and security interest granted under the Security Agreements in and to the Trademark Collateral (as defined in the Trademark Security Agreement and the Existing Security Agreement, including the Trademarks set forth in Schedule I hereto, together with all goodwill associated therewith or symbolized thereby and all other assets, rights and interests that uniquely reflect or embody such goodwill). Any right, title or interest in the Trademark Collateral (including the Trademarks set forth in Schedule I hereto) granted under the Security Agreements to the Administrative Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns shall hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Administrative Agent, or any other Secured Party.

SECTION 3. Further Assurances. The Administrative Agent hereby authorizes the Grantor or the Grantor's designated representative to record this Release with the USPTO or any other applicable governmental office or registrar. The Administrative Agent 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 and record the release of the security interest contemplated hereby, solely at the cost of the Borrowers and Holdings.


This Release shall be binding on the Administrative Agent's representatives, successors, assigns and transferees.


THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Administrative Agent



By 
Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

By 
Name: Andrew Griffin
Title: Authorized Signatory

[Signature Page to IP Release (Trademarks)]

SCHEDULE I

Trademarks

Registered Owner	Trademark	Registration No.	Registration Date	Expiration Date (if applicable)
Continental Building Products Operating Company, LLC	Fire WaterCheck	2505424	11/6/2001	N/A
Continental Building Products Operating Company, LLC	Firecheck	2254925	6/22/1999	N/A
Continental Building Products Operating Company, LLC	L5  	2945324	4/26/2005	N/A
Continental Building Products Operating Company, LLC	L5	2825850	3/23/2004	N/A
Continental Building Products Operating Company, LLC	LiftLite	4126855	4/10/2012	N/A
Continental Building Products Operating Company, LLC	Mold Defense	3353487	12/11/2007	N/A
Continental Building Products Operating Company, LLC	Protecta	2701067	3/25/2003	N/A
Continental Building Products Operating Company, LLC	Rapid Coat	3448360	6/17/2008	N/A
Continental Building Products Operating Company, LLC	Rapid Coat Low Dust	3547893	12/16/2008	N/A
Continental Building Products Operating Company, LLC	Rapid Deco	86436111 (Serial #)	10/27/2014	N/A
Continental Building Products Operating Company, LLC	Rapid Joint	2489194	9/11/2001	N/A
Continental Building Products Operating Company, LLC	SagCheck	2309014	1/18/2000	N/A

Registered Owner	Trademark	Registration No.	Registration Date	Expiration Date (if applicable)
Continental Building Products Operating Company, LLC	WaterCheck	2220303	1/26/1999	N/A
Continental Building Products Operating Company, LLC	W Dfz 	3831431	8/10/2010	N/A
Continental Building Products Operating Company, LLC	M Dfz 	3831442	8/10/2010	N/A
Continental Building Products Operating Company, LLC	Continental	4,549,328	June 10, 2014	N/A
Continental Building Products Operating Company, LLC		4,717,550	April 7, 2015	N/A
Continental Building Products Operating Company, LLC	Continental (With Bison Logo)	4,817,268	September 22, 2015	N/A