

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Collateral Agent		06/17/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Stellar Materials, LLC		
Street Address:	600 Riverwalk Pkwy, Suite 120		
City:	Tonawanda		
State/Country:	NEW YORK		
Postal Code:	14150		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1628337	PHOSCRETE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2146515318		
Email:	ellie.sowanick@haynesboone.com		
Correspondent Name:	Ellie Sowanick, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Ave., Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	57388.708-82871		
NAME OF SUBMITTER:	Ellie Sowanick		
SIGNATURE:	/Ellie Sowanick/		
DATE SIGNED:	07/01/2020		
Total Attachments: 2			
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PARTIAL RELEASE OF SECURITY INTEREST

THIS PARTIAL RELEASE OF SECURITY INTEREST (this “**Release**”) is made effective as of June 17, 2020 (the “**Effective Date**”), by and from Morgan Stanley Senior Funding, Inc., as Collateral Agent (the “**Secured Party**”) to Stellar Materials, LLC. (“**Grantor**”).

WHEREAS, the Secured Party and Grantor are parties to that certain First Lien Trademark Security Agreement dated as of August 13, 2019 (the “**First Security Agreement**”) and that certain Second Lien Trademark Security Agreement dated as of August 13, 2019 (the “**Second Security Agreement**”), (collectively, the “**Security Agreements**”) pursuant to which Grantor granted the Secured Party a security interest in five U.S. Trademark Registrations, including U.S. Trademark Registration No. 1,628,337 for the mark PHOSCRETE (the “**PHOSCRETE Registration**”).

WHEREAS, the Security Agreements have been recorded in the United States Patent and Trademark Office at Reel 6720, Frame 0436 and Reel 6720, Frame 0473, respectively;

WHEREAS, the PHOSCRETE Registration was included inadvertently in the Security Agreements; and

WHEREAS, the Secured Party wishes to evidence the release of its interest in the PHOSCRETE Registration, and retransfer and reassign to Grantor, without recourse, all of its right, title and interest in and to the PHOSCRETE Registration.

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

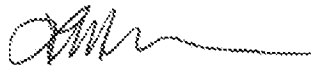
1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements.
2. **Release of Security Interest.** The Secured Party hereby releases, terminates, cancels, relinquishes and discharges any security interest it may have in, and any right of set off against, the PHOSCRETE Registration and any rights therein, including any goodwill of the business symbolized by the foregoing, all rights to sue for past, present, and future infringements thereof, and any income, royalties, and proceedings resulting therefrom, and retransfers and reassigns any and all right, title and interest it may have in and to the foregoing without recourse to Grantor.
3. **Delivery by Facsimile.** Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a signed counterpart of this Release.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the Effective Date.

THE SECURED PARTY:

**MORGAN STANLEY SENIOR FUNDING,
INC.**

By: _____

Name: Lisa Hanson

Title: Vice President