

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		08/28/2020	banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	American Pipe & Plastics, Inc.		
Street Address:	958 Route 11 South		
City:	Kirkwood		
State/Country:	NEW YORK		
Postal Code:	13795		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2755933	AM-LINER II	
Registration Number:	2306060	SNAP CLIP	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Elizabeth C. Ferrie, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Elizabeth C. Ferrie		
SIGNATURE:	/Elizabeth C. Ferrie/		
DATE SIGNED:	08/31/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is entered into as of August 28, 2020 by UBS AG, STAMFORD BRANCH, a Swiss banking corporation located at 677 Washington Blvd, Stamford, Connecticut 06901, in its capacity as Collateral Agent pursuant to the Credit Agreement (the “Agent”) in favor of American Pipe & Plastics, Inc., a New York corporation located at 958 Route 11 South, Kirkwood, NY, 13795 (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the ABL Collateral Agreement or Trademark Security Agreement (as such terms are defined below), as applicable.

WHEREAS, reference is made to that certain (i) Guarantee and Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “ABL Collateral Agreement”), among the Assignee and the Agent and the other entities party thereto; and (ii) ABL Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of December 17, 2014, among the Assignee and the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee confirmed that, subject to existing licenses to use the Trademarks granted by the Assignee in the ordinary course of its business, pursuant to the ABL Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a second priority security interest in all of the Trademarks of the Assignee (including, without limitation, those items listed on Schedule I to the Trademark Security Agreement) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Assignee (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on December 19, 2014, at Reel/Frame No. 005423/0235; and

WHEREAS, the Agent has agreed to terminate and release its security interest with respect to the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its second priority security interest under the ABL Collateral Agreement and Trademark Security Agreement in all of the Trademark Collateral, including the Assignee’s right, title, and interest in, to and under the trademarks listed on Schedule I hereto.

The Agent hereby authorizes the Assignee or the Assignee’s designee to record this Release with the USPTO.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE

EXECUTION VERSION

GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH,
THE LAW OF THE STATE OF NEW YORK.

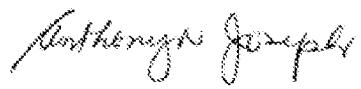
[signature page to follow]

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

UBS AG, STAMFORD BRANCH, as
Agent

By: 

Name: Housseem Daly
Title: Associate Director

By: 

Name: Anthony Joseph
Title: Associate Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Registrations:

Trademark	Status	App. No.	File Date	Reg. No	Reg. date	Renewal
AM-LINER II	Registered	76468418	20-Nov-2002	2755933	26-Aug-2003	N/A
SNAP CLIP	Registered	75584698	06-Nov-1998	2306060	04-Jan-2000	N/A

Applications: None.