

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620253

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|---|--|---------------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fifth Third Bank, National Association | FORMERLY Fifth Third Bank | 01/12/2021 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Leonard Aluminum Utility Buildings, Inc. | | |
| Street Address: | 566 Holly Springs Church Road | | |
| Internal Address: | P.O. Box 1728 | | |
| City: | Mount Airy | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27030 | | |
| Entity Type: | Corporation: NORTH CAROLINA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3641651 | LEONARD BUILDINGS & TRUCK ACCESSORIES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172613175 | | |
| <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: | 617-261-3100 | | |
| Email: | kathleen.burch@klgates.com | | |
| Correspondent Name: | Kathleen M. Burch, K&L Gates LLP | | |
| Address Line 1: | One Lincoln Street | | |
| Address Line 2: | State Street Financial Center | | |
| Address Line 4: | Boston, MASSACHUSETTS 02111 | | |
| NAME OF SUBMITTER: | Kathleen M. Burch | | |
| SIGNATURE: | /Kathleen M. Burch/ | | |
| DATE SIGNED: | 01/14/2021 | | |
| Total Attachments: 6 | | | |
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY INTEREST**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of January 12, 2021 and granted by FIFTH THIRD BANK, NATIONAL ASSOCIATION, formerly known as Fifth Third Bank (together with its successors and assigns, the “**Secured Party**”), in favor of LAUB HOLDINGS, LLC, a Delaware limited liability company (“**Parent**”), LEONARD ALUMINUM UTILITY BUILDINGS, INC., a North Carolina corporation and to be re-organized as Leonard Aluminum Utility Buildings, LLC, a North Carolina limited liability company (“**Opco**”), LEONARD RETAIL PROPERTIES, LLC, a North Carolina limited liability company (“**LRP I**”), LEONARD RETAIL PROPERTIES II, LLC, a North Carolina limited liability company (“**LRP II**”) and LEONARD MANUFACTURING PROPERTIES, LLC, a North Carolina limited liability company (“**LMP**” and together with Parent, Opco, LRP I and LRP II, sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms therewith, the “**Loan Agreement**”), by and among the Borrowers and the Secured Party, the Borrowers executed and delivered to the Secured Party that certain Intellectual Property Security Agreement by and between the Borrowers and the Secured Party dated as of August 4, 2015 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms therewith the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, the Borrowers pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Borrowers in, to and under the Intellectual Property (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office for trademarks at Reel 005591, Frame 0595 on August 4, 2015;

WHEREAS, the Loan Agreement was terminated pursuant to that certain Payoff Letter dated as of November 15, 2019, by and among the Borrowers and the Secured Party (the “**Payoff Letter**”); and

WHEREAS, the Borrowers have requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Borrowers of any and all right, title and interest the Secured Party may have in the Intellectual Property pursuant to the IP Security Agreement and to terminate the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

2. Release of Security Interest. The Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Borrowers, and reassigns to the Borrowers any and all right, title and interest that it may have, in, to and under the following property (collectively, the “**Intellectual Property**”):

(i) All of such Borrower's Trademarks, including, without limitation, those Trademarks listed on Exhibit A attached hereto and hereby made a part hereof;

and

(ii) All of such Borrower's Patents, including, without limitation, those Patents listed on Exhibit B attached hereto and hereby made a part hereof; and

(iii) All of such Borrower's Copyrights, including, without limitation, those Copyrights listed on Exhibit C attached hereto and hereby made a part hereof.

3. Further Assurances. The Secured Party agrees to take all further actions, and provide to the Borrowers and their respective successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Borrowers and their respective successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release; provided that all such actions shall be taken at Borrowers' sole expense.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION
as Secured Party

By: Nick Jevic
Name: Nick Jevic
Title: Managing Director

EXHIBIT A

Trademarks

| Owner | Country | Status | Mark | Application Number | Application Date | Registration Number | Registration Date |
|--|----------------|---------------|---|---------------------------|-------------------------|----------------------------|--------------------------|
| Leonard Aluminum Utility Buildings, Inc. | USA | Registered | Leonard Buildings and Truck Accessories | 76694547 | 28 Nov. 2008 | 3,641,651 | Reg 23 June 2009 |

EXHIBIT B

Patents

None.

EXHIBIT C

Copyrights

None.