

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		03/12/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CARPENTER CONTRACTORS OF AMERICA, INC.		
Street Address:	1745 Shea Center Dr, Ste 130		
City:	Highlands Ranch		
State/Country:	COLORADO		
Postal Code:	80129		
Entity Type:	Corporation: ILLINOIS		
Name:	KBP Building Materials LLC		
Street Address:	1745 Shea Center Drive		
Internal Address:	Suite 130		
City:	Highlands Ranch		
State/Country:	COLORADO		
Postal Code:	80129		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1674525		
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	22939.515046		

OP \$40.00 1674525

NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	03/15/2021
Total Attachments: 4 source=Kodiak - KKR - Termination and Release of Grant of Security Interest (Execution Version)#page1.tif source=Kodiak - KKR - Termination and Release of Grant of Security Interest (Execution Version)#page2.tif source=Kodiak - KKR - Termination and Release of Grant of Security Interest (Execution Version)#page3.tif source=Kodiak - KKR - Termination and Release of Grant of Security Interest (Execution Version)#page4.tif	

**TERMINATION AND RELEASE OF GRANT OF A SECURITY
INTEREST - TRADEMARKS**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of March 12, 2021, and made by **WILMINGTON TRUST, NATIONAL ASSOCIATION** (the "Administrative Agent"), to KBP Building Materials LLC, a Delaware limited liability company ("KBP"), and CARPENTER CONTRACTORS OF AMERICA, INC., an Illinois corporation, ("CCA"), together with KBP, collectively, (the "Grantors").

WHEREAS, reference is made to that certain Pledge and Security Agreement dated as of December 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Kodiak Finance, Inc., American Builders Supply, Inc., Kodiak BP, LLC, certain other parties, the other Grantors (as defined therein) and the Administrative Agent, and that certain Trademark Security Agreement, dated as of December 11, 2020 between CCA and the Administrative Agent (the "Trademark Security Agreement") and that certain Trademark Security Agreement Supplement, dated as of August 14, 2018, between KBP and the Administrative Agent (the "Trademark Security Agreement Supplement"), pursuant to which a security interest was granted by CCA and KBP, respectively, to the Administrative Agent in certain intellectual property collateral, including without limitation, the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on December 15, 2020 at Reel/Frame 7134/0008; and

WHEREAS, the Administrative Agent now desires to terminate the Trademark Security Agreement and the Trademark Security Agreement Supplement and terminate, release and discharge its security interest in all intellectual property collateral referred to in the foregoing, including, without limitation, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Administrative Agent hereby states as follows:

1. Defined Terms. Each capitalized term used but not defined in this Termination has the meaning given or ascribed to it in the Security Agreement.

2. Definition. The term "Trademark Collateral" as used herein, means all of each Grantor's right, title and interests in and to: (a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Exhibit A hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions

thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case.

3. Release of Security Interest. The Administrative Agent hereby (i) terminates the Trademark Security Agreement and the Trademark Security Agreement Supplement and (ii) terminates, releases and discharges its security interest in the Trademark Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest to all intellectual property referred to in the Trademark Security Agreement and the Trademark Security Agreement Supplement, including without limitation the Trademark Collateral.

4. Recordation. The Administrative Agent hereby authorizes the Grantor or any of its authorized representatives to file this Termination with the United States Patent and Trademark Office. The Administrative Agent hereby further authorizes and requests that the Commissioner for Trademarks record this Termination.

5. Regarding the Administrative Agent. The Administrative Agent is executing and delivering this Release solely in its capacity as Administrative Agent under the Security Agreement, the Trademark Security Agreement and the Trademark Security Agreement Supplement and not in its individual or corporate capacity. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, indemnities and immunities afford to it as Administrative Agent under the Security Agreement, the Trademark Security Agreement and the Trademark Security Agreement Supplement, whether or not expressly set forth herein.

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

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as
Administrative Agent

By: _____
Name: David Bergstrom
Title: Vice President

Exhibit A
Trademarks

Mark	Reg. Date	Reg. No.	Owner
Stylized "C" Trademark	2/4/1992	1674525	Carpenter Contractors of America, Inc.