# CH \$165.00 5090141

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM650540

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	2	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		05/27/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	DBM Global Inc.		
Street Address:	3020 East Camelback Road, Suite 100		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	stal Code: 85016		
Entity Type:	Corporation: DELAWARE		
Name:	Schuff Steel Management Company - Southwest, Inc.		
Street Address:	Street Address: 3020 East Camelback Road, Suite 100		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	ostal Code: 85016		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark		
Registration Number: 5090141		SCHUFF INTERNATIONAL		
Registration Number:	5090143	SCHUFF INTERNATIONAL S I		
Registration Number: 5043168		SCHUFF UNIVERSITY		
Registration Number:	5090144	SCHUFF UNIVERSITY FAMILY · INTEGRITY · S		
Registration Number:	5094572	SCHUFF STEEL		
Registration Number:	5090140	SCHUFF STEEL SS		

### **CORRESPONDENCE DATA**

**Fax Number:** 3127155000

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:** 602.229.5228

**Email:** tm-dept@quarles.com, heather.buchta@quarles.com,

TRADEMARK

900620358 REEL: 007310 FRAME: 0799

ashlie.smith@quarles.com, veronica.brooks@quarles.com

Correspondent Name: Heather L. Buchta at Quarles & Brady LLP
Address Line 1: 1 Renaissance Square, 2 N Central Avenue

Address Line 4: Phoenix, ARIZONA 85004-2391

ATTORNEY DOCKET NUMBER:	WF DB/Schuff 137268.00031
NAME OF SUBMITTER:	Veronica Ford Brooks
SIGNATURE:	/VFB/
DATE SIGNED:	05/28/2021

**Total Attachments: 5** 

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 27, 2021 ("Effective Date"), by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor in interest to Wells Fargo Credit, LLC, formerly known as Wells Fargo Credit, Inc., as lender (together with its successors and assigns in such capacity, the "Lender"), in favor of DBM GLOBAL INC. (f/k/a SCHUFF INTERNATIONAL, INC.), a Delaware corporation, and SCHUFF STEEL MANAGEMENT COMPANY – SOUTHWEST, INC., a Delaware corporation (collectively, jointly and severally, "Grantors" and each individually a "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit and Security Agreement (as defined below).

WHEREAS, reference is made to that certain Fourth Amended and Restated Credit and Security Agreement, dated as of November 30, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit and Security Agreement"), by and among DBM Global Inc., a Delaware corporation, formerly known as Schuff International, Inc., the other Persons listed on the signature pages thereof as "Borrowers" (each, a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers") and the Lender;

WHEREAS, pursuant to the Credit and Security Agreement, the Grantors and the Lender entered into that certain Trademark Security Agreement, dated as of November 30, 2018, which was recorded with the United States Patent and Trademark Office, (the "<u>USPTO</u>") on November 30, 2018 at Reel 6541, Frame 0913 (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the terms of the Trademark Security Agreement, each Grantor granted, assigned, and pledged to the Lender, for the benefit of the Lender and each of the Bank Product Providers, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether then owned or thereafter acquired or arising (collectively, the "Trademark Collateral"): (a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I attached hereto; (b) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property license, including the right to receive damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any trademark intellectual property license; and

WHEREAS, the Lender now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on <u>Schedule I</u> hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby covenants and agrees as follows:

1. Terminates, releases, and, discharges any and all of its right, title and interest (including its security interest) in, to and under the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to the Grantors all right, title, and interest that Lender may have in, to and under the Trademark Collateral pursuant to the Trademark Security Agreement; and

2. Agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[Signature Page Follows]

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IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Lender

By: E 9 Name: Eiz Mys/ Title: V P

[Signature Page to Release of Security Interest in Trademarks]

## SCHEDULE I to RELEASE OF SECURITY INTEREST IN TRADEMARKS

# TRADEMARK REGISTRATIONS/APPLICATIONS

OWNER NAME	NAME/TITLE	DESCRIPTION OF IP	APPLICATION/ REGISTRATION No.	FILING DATE	REGISTRATION DATE
DBM Global Inc.	SCHUFF INTERNATIONAL®	U.S. Service Mark	Reg. No: 5,090,141 Intl Classes: 37, 40, 42	Apr 1, 2016	Nov 29, 2016
DBM Global Inc.	SCHUFF INTERNATIONAL	U.S. Service Mark	Reg. No: 5,090,143 Intl Classes: 37, 40, 42	Apr 1, 2016	Nov 29, 2016
DBM Global Inc.	SCHUFF UNIVERSITY®	U.S. Service Mark	Reg. No: 5,043,168 Intl Classes: 41	Apr 1, 2016	Sept 13, 2016
DBM Global Inc.	®	U.S. Service Mark	Reg. No: 5,090,144 Intl Classes: 41	Apr 1, 2016	Nov 29, 2016
DBM Global Inc.	SCHUFF STEEL®	U.S. Service Mark	Reg. No: 5,094,572 Intl Classes: 37, 40, 42	Apr 1, 2016	Dec 6, 2016
DBM Global Inc.	SS S SCHUFF STEEL .	U.S. Service Mark	Reg. No: 5,090,140 Intl Classes: 37, 40, 42	Apr 1, 2016	Nov 29, 2016
Schuff Steel Manageme nt Company- Southwest, Inc.	ON-TIME STEEL MANAGEMENT - SOUTHWEST	AZ Trade Name	Reg. No: 555827	Jul 17, 2002	Sept 17, 2012

# TRADE NAMES None. COMMON LAW TRADEMARKS None. TRADEMARKS NOT CURRENTLY IN USE None. TRADEMARK LICENSES

None.

RECORDED: 05/28/2021