TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM657557

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property at	
	Reel/Frame No. 6007/0397	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		06/30/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Associated Asphalt Marketing, LLC
Street Address:	110 Franklin Rd SE, 9th FI.
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24011
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4981397	STELLARFLEX
Registration Number:	4981144	FLEXGARD
Registration Number:	4981120	STELLARFLEX FR
Registration Number:	2299406	SUPERIOR PERFORMANCE BY THE MILE

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com LATHAM & WATKINS LLP Correspondent Name: Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	047108-0169
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	07/01/2021

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of June 30, 2021 ("Release"), is made by KeyBank National Association, as Administrative Agent ("Administrative Agent") in favor of Associated Asphalt Marketing, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain (i) Amended and Restated Security Agreement dated as of October 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, (ii) Intellectual Property Security Agreement dated as of October 7, 2016 by and among the Grantor, Administrative Agent, and others party thereto ("Intellectual Property Security Agreement"), and (iii) Intellectual Property Security Agreement Supplement dated as of March 8, 2017 by and among the Grantor and Administrative Agent ("Intellectual Property Security Agreement Supplement"), Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Collateral (as defined in the IP Security Agreement); and

WHEREAS, the Intellectual Property Security Agreement Supplement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on March 13, 2017 at Reel 041980 Frame 0750 (on patents) and March 13, 2017 at Reel 6007 Frame 0397 (on trademarks).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Intellectual Property Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the security interest in all of Grantor's right, title and interest in and to all Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Intellectual Property Security Agreement; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

KeyBank National Association, as Administrative Agent

Name: T

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Schedule A

U.S. Patents Subject to Security Interest Granted by Associated Asphalt Marketing, LLC In Favor of KeyBank National Association, as Administrative Agent Recorded March 13, 2017 at Reel 041980 Frame 0750

Patent Applications

December	Title	Appl. No.	Filing Date
	FUEL-RESISTANT LIQUID ASPHALT BINDERS AND	14515202	10/15/14
	METHODS OF MAKING THE SAME	20160108241	
	FUEL-RESISTANT LIQUID ASPHALT BINDERS AND	PCT/US/	
	METHODS OF MAKING THE SAME	2015/054946	

U.S. Trademarks Subject to Security Interest Granted by Associated Asphalt Marketing, LLC In Favor of KeyBank National Association, as Administrative Agent Recorded March 13, 2017 at Reel 6007 Frame 0397

Trademark Registrations

Mark	Reg. No.	Reg. Date
STELLARFLEX	4981397	06/21/16
FLEXGARD	4981144	06/21/16
STELLARFLEX FR	4981120	06/21/16
SUPERIOR PERFORMANCE BY THE MILE	2299406	12/14/99

Canadian Trademark Subject to Security Interest Granted by Associated Asphalt Marketing, LLC In Favor of KeyBank National Association, as Administrative Agent

Trademark Application

Mark	Appl. No.	Filing Date
STELLARFLEX	1756082	11/23/15

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RECORDED: 07/01/2021