

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM684613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		10/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	INSTANT ASPHALT INC.		
Street Address:	455 W. Victoria Street		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4083958	EXTREME WEATHER	
Registration Number:	1320716	METACRYLICS	
Registration Number:	6323082	Q COAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1507341 2L		
NAME OF SUBMITTER:	Margot Tolley		
SIGNATURE:	/Margot Tolley/		
DATE SIGNED:	10/29/2021		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”), dated as of October 29, 2021 is made by **JEFFERIES FINANCE LLC**, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, the “Agent”), in favor of **INSTANT ASPHALT INC.**, a California corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Credit Agreement, Second Lien Collateral Agreement or the Second Lien Trademark Security Agreement (each as defined below), as applicable.

WHEREAS, pursuant to that certain (i) Second Lien Credit Agreement dated as of October 1, 2021 (the “Credit Agreement”), among CP IRIS TOPCO, LP, a Delaware limited partnership (“Intermediate Holdings”), CP IRIS INTERMEDIATE HOLDINGS II, LP, a Delaware limited partnership (“Initial Holdings” and, together with Intermediate Holdings, “Holdings”), CP IRIS HOLDCO I, INC., a Delaware corporation, as a Borrower, CP IRIS HOLDCO II, INC., a Delaware corporation, as a Borrower (together, with CP Iris Holdco I, Inc., collectively, the “Borrower”), each of the SUBSIDIARY GRANTORS identified therein and JEFFERIES FINANCE LLC, as Administrative Agent and as Collateral Agent and (ii) the Second Lien Collateral Agreement dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent (iii) Trademark Security Agreement dated as of October 1, 2021 (the “Second Lien Trademark Security Agreement”) among the Grantor, WATERTITE PRODUCTS, INC., IPS Corporation, IPS Structural Adhesives, Inc., T. CHRISTY ENTERPRISES, LLC, IPS Adhesives LLC, and the Agent recorded with the United States Patent and Trademark Office (the “USPTO”) on October 1, 2021 at Reel/Frame No. 7440/0404, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Grantor’s right, title and interest in and to certain trademarks and service mark registrations and applications, identified in Schedule A attached hereto (such scheduled trademarks and registrations and applications, the “Trademarks”).

WHEREAS, the Grantor has requested that the Agent release and reassign its interest in the Trademarks to the Grantor.

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

The Agent, on behalf of the Secured Parties, hereby:

1. Discharges, relinquishes, terminates, cancels and releases the lien on and any and all right, title and interest in and to: (i) the Trademarks, (ii) all extensions and renewals of and amendments to the Trademarks, (iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademarks, (iv) any and all claims and causes of action, with respect to the Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable

relief and to collect, or otherwise recover, any such damages and/or (v) any goodwill associated with the Trademarks, without recourse or representation or warranty, express or implied of any kind;

2. Reassigns to the Grantor any and all liens, security interests, right, title and interest of the Agent pursuant to the Second Lien Trademark Security Agreement in the Trademarks, without recourse or representation or warranty, express or implied, of any kind; and

3. Authorizes and requests that the USPTO note and record the existence of the release hereby given.

4. This Release shall be governed by, and construed in accordance with, the laws of the State of New York. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release. Any signature to this Release may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Release through electronic means and there are no restrictions for doing so in such party's constitutive documents.

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Executed as of the date first written.

JEFFERIES FINANCE LLC,
as Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule A

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
EXTREME WEATHER	85341554	6/8/2011	4083958	1/10/2012	Instant Asphalt, Inc.
METACRYLICS	73470262	3/15/1984	1320716	2/19/1985	INSTANT ASPHALT INC.
Q COAT	88528901	7/23/2019	6323082	4/13/2021	INSTANT ASPHALT INC.