

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BORAL MATERIALS LLC		02/10/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UMB BANK, N.A.
Street Address:	5910 N. Central Expressway, Suite 1900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2004062	C-STONE
Registration Number:	1911817	FLO FIL
Registration Number:	1744157	ALSIL
Registration Number:	1601725	POWERLITE
Registration Number:	4814093	GYPSYN PERFORMANCE GYPSUM
Registration Number:	5182734	SORBSENSOR
Registration Number:	4508303	STABIL-MIX
Registration Number:	3713214	PERFORMANCE POZZOLAN 2
Registration Number:	3706754	P 2
Registration Number:	3117547	ASM
Registration Number:	1448523	FLEXCRETE
Registration Number:	3693213	PERFORMANCE POZZOLAN

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

TRADEMARK

Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1597089 1L TM C

NAME OF SUBMITTER: Sandy Lee

SIGNATURE: /Sandy Lee/

DATE SIGNED: 02/10/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by BORAL MATERIALS LLC, a Delaware limited liability company (the “**Grantor**”), in favor of UMB Bank, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 10, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Obligations in respect to the Notes of the Grantor (including, if the Grantor is a Subsidiary Guarantor, the Obligations in respect to the Notes of the Grantor arising under the Guaranty), hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantor in or to any and all of the following assets and properties now owned or at any time hereafter owned by such (collectively, the “**Trademark Collateral**”):

(i) all United States trademark and service mark registrations and applications, including the United States trademark and service mark registrations and applications listed in Schedule A hereto, and all renewals thereof, together with the goodwill of the business connected with the use of and symbolized by any of the foregoing,

(ii) the right to sue at law or in equity and recover for any past, present or future infringement or other violation thereof,

and

(iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, this Trademark Security Agreement shall not constitute a grant of a security interest in (nor shall any pledge, grant or Security Interest attach to) any intent-to-use trademark or service mark application filed in the USPTO pursuant to 15 U.S.C. §1051(b) unless and until a “Statement of Use” or “Amendment to Allege Use” with respect thereto is filed pursuant to 15 U.S.C. § 1051(d) or 15 U.S.C. § 1051(c), and accepted by the USPTO, to the extent that the grant of a security interest therein would impair the validity

or enforceability of such intent-to-use trademark or service mark application (or any registration that issues therefrom) under, or would otherwise violate, applicable federal law (collectively, "Excluded Trademarks"), and (ii) the Trademark Collateral shall not include any Excluded Trademarks.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights, protections, powers, immunities, indemnities and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby shall be afforded to it as Collateral Agent under the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the termination of the Notes and the payment in full of all Obligations in respect to the Notes (other than in respect of contingent indemnification obligations not yet due and owing).

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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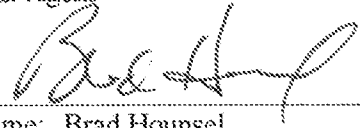
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BORAL MATERIALS LLC

By: 
Name: Grant Quasha
Title: President

UMB BANK, N.A.,
as Collateral Agent

By:



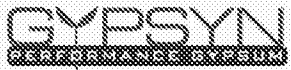


Name: Brad Hounsel

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007630 FRAME: 0804

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial Number Filing Date	Registration Number Registration Date	Owner
C-STONE	74665571 4/25/1995	2004062 10/1/1996	Boral Materials LLC
FLO FIL	74479723 1/18/1994	1911817 8/15/1995	Boral Materials LLC
ALSIL	74182722 7/5/1991	1744157 1/5/1993	Boral Materials LLC
POWERLITE	73835676 11/2/1989	1601725 6/19/1990	Boral Materials LLC
GYP SYN PERFORMANCE GYPSUM 	86306676 6/11/2014	4814093 9/15/2015	Boral Materials LLC
SORBSENSOR	86869946 1/8/2016	5182734 4/11/2017	Boral Materials LLC
STABIL-MIX	85731559 9/18/2012	4508303 4/1/2014	Boral Materials LLC
PERFORMANCE POZZOLAN 2 	77615057 11/14/2008	3713214 11/17/2009	Boral Materials LLC
P 2 	77615052 11/14/2008	3706754 11/3/2009	Boral Materials LLC
ASM	76523926 6/19/2003	3117547 7/18/2006	Boral Materials LLC
FLEXCRETE	73636328 12/22/1986	1448523 7/21/1987	Boral Materials LLC
PERFORMANCE POZZOLAN	77281412 9/17/2007	3693213 10/6/2009	Boral Materials LLC