

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks @ Reel and Frame: 7388/0255		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highland Agent, LLC		09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Trussway Manufacturing, LLC		
Street Address:	9411 Alcorn Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77093		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3205634	TRUSSWAY	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	720-274-3163		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2205580.126		
NAME OF SUBMITTER:	Benjamin S. Fernandez		
SIGNATURE:	/s/ Benjamin S. Fernandez		
DATE SIGNED:	09/07/2022		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 1, 2022 (the “Effective Date”), is made by Highland Agent, LLC, in its capacity as collateral agent (the “Collateral Agent”), in favor of Trussway Manufacturing, LLC (“Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of August 11, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), the Grantor granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered for recordal with the United States Patent and Trademark Office (the “USPTO”) that certain Trademark Security Agreement, dated as of August 11, 2021, in favor of the Collateral Agent (as amended by that certain Assignment and Assumption of Intellectual Property Security Agreement in United States Trademarks, effective as of April 22, 2022, the “Trademark Agreement”);

WHEREAS, the Trademark Agreement was recorded with the USPTO on August 11, 2021 at Reel/Frame 7388/0255; and

WHEREAS, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral as provided for in this Release.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby terminates and cancels the Trademark Agreement and releases, discharges, terminates and cancels all of its security interest and liens of any kind, nature or description it or any Secured Party holds, whenever and however arising, in and to the Trademark Collateral, including the trademark registrations and applications, set forth Exhibit A attached hereto, arising under the Security Agreement and the Trademark Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Further Assurances. The Collateral Agent agrees to take all further actions and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
4. Recordation. The Collateral Agent authorizes Grantor or its designee to file this Release for recordal with the USPTO, and Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

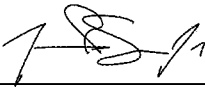
5. Collateral Agent. In carrying out its responsibilities hereunder, the Collateral Agent shall have all of the rights, powers, privileges, protections, duties, indemnities, and immunities which the Collateral Agent possesses in such capacity under the Security Agreement.
6. Execution in Counterparts. This Release may be executed in any number of counterparts (including delivery by PDF), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Governing Law. This Release shall be governed exclusively under the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent and Grantor have caused this Release to be executed by its duly authorized representative as of the Effective Date.

COLLATERAL AGENT:

HIGHLAND AGENT, LLC

By: 
Name: James P. Seery, Jr.
Title: Chief Executive Officer

GRANTOR:

TRUSSWAY MANUFACTURING, LLC

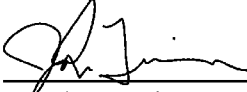
By: 
Name: John Tunison
Title: Chief Financial Officer

Exhibit A

Trademark Registrations

Grantor	Country	Mark	Registration No.	Reg Date
Trussway Manufacturing, LLC	United States	Trussway	3,205,634	2/6/2007

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.