

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Notes Collateral Agent		08/18/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kawneer Company Inc.		
Street Address:	555 Guthridge Court		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	0853497	KAWNEER	
Registration Number:	1681586	HPS SLIDER	
Registration Number:	1186402	CONTROLLER	
Registration Number:	1867446	1600 WALL SYSTEM	
Registration Number:	1640217	FLUSHLINE	
Registration Number:	2740064	ISOLOCK	
Registration Number:	0795871	PERMANODIC	
Registration Number:	2459937	QUICKSEAL	
Registration Number:	1502794	TRIFAB	
Registration Number:	2126075	ENCORE	
Registration Number:	1961055	PROFIT\$MAKER	
Registration Number:	2105195	ISOWEB	
Registration Number:	2309800	VERSAGLAZE	
Registration Number:	2533071	POWERSLOPE	
Registration Number:	2644481	1600 SUNSHADE	
Registration Number:	2530801	POWERSHADE	
Registration Number:	2609683	1600 L-R WALL	
Registration Number:	3324489	PERMADIZE	

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Property Type	Number	Word Mark
Registration Number:	2532342	POWERWALL
Registration Number:	2865682	INLIGHTEN
Registration Number:	2820477	2500 PG WALL
Registration Number:	3016076	PG 123
Registration Number:	1457157	TUFFLINE
Registration Number:	1185564	PANELINE
Registration Number:	3618311	GLASSVENT
Registration Number:	3776433	UNITWALL

CORRESPONDENCE DATA

Fax Number: 2124920071

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: 212-373-3071

Email: jflorio@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Jenna Florio

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 030124-00791

NAME OF SUBMITTER: Jenna Florio

SIGNATURE: /Jenna Florio/

DATE SIGNED: 08/22/2023

Total Attachments: 4

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RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of August 18, 2023, is granted by U.S. Bank National Association, in its capacity as Notes Collateral Agent (referred to herein as the “Agent”), in favor of Kawneer Company Inc., a Delaware corporation (the “Grantor”).

W I T N E S S E T H:

WHEREAS, the Grantor, the Agent and certain other parties entered into (a) that certain Indenture, dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “1L Indenture”) and (b) that certain Collateral Agreement, dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “1L Collateral Agreement”);

WHEREAS, in connection with the 1L Indenture and the 1L Collateral Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of May 13, 2020, in favor of the Agent, which was recorded with the United States Patent and Trademark Office on May 14, 2020 at Reel/Frame No. 6939/0287 (the “1L Trademark Security Agreement”);

WHEREAS, the Grantor, the Agent and certain other parties entered into (a) that certain Indenture, dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2L Indenture”) and (b) that certain Notes Collateral Agreement, dated as of March 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2L Collateral Agreement”);

WHEREAS, in connection with the 2L Indenture and the 2L Collateral Agreement, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of March 30, 2020, in favor of the Agent, which was recorded with the United States Patent and Trademark Office on March 31, 2020 at Reel/Frame No. 6903/0655 and on April 1, 2020 at Reel/Frame No. 6904/0532 (the “2L Trademark Security Agreement” and, together with the 1L Trademark Security Agreement, the 1L Indenture, the 1L Collateral Agreement, the 2L Indenture and the 2L Collateral Agreement, the “Security Documents”);

WHEREAS, pursuant to the terms and conditions of the Security Documents, the Grantor pledged and granted to the Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as such term is defined in the 1L Trademark Security Agreement 2L Trademark Security Agreement (collectively, the “Released Trademarks”), including without limitation the trademarks and trademark applications set forth on Schedule A hereto; and

WHEREAS, the Agent now desires to execute and deliver this Release to evidence the release of its lien on and security interest in and to the Released Trademarks on the terms and subject to the conditions hereof.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided in the Security Documents, as applicable.

SECTION 2. Release of Security Interest. The Agent, without recourse, representation or warranty, does hereby release, relinquish, terminate, cancel and discharge all its security interest in, and right, title and interest in, to and under, the Released Trademarks.

SECTION 3. Further Assurances. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office. Subject to the terms of the Security Documents, the Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments and do any and all further acts which the Grantor reasonably requests in writing (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Released Trademarks.


SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts, 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

U.S. BANK NATIONAL ASSOCIATION, as Agent

By: 
Name: Michael Judge
Title: Vice President

[Signature Page --Release of Security Interest in Trademarks in Favor of Kawneer Company Inc.]

TRADEMARK
REEL: 008174 FRAME: 0470

SCHEDULE A

Trademarks

Trademark	Registration No.
KAWNEER	0853497
HPS SLIDER	1681586
CONTROLLER	1186402
1600 WALL SYSTEM	1867446
FLUSHLINE	1640217
ISOLOCK	2740064
PERMANODIC	0795871
QUICKSEAL	2459937
TRIFAB	1502794
ENCORE	2126075
PROFITSMAKER	1961055
ISOWEB	2105195
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