# OP \$365.00 854123

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM867995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON		01/12/2024	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Argos North America Corp.
Street Address:	3015 WINDWARD PLAZA
Internal Address:	SUITE 300
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	Corporation: DELAWARE
Name:	Argos USA LLC
Street Address:	3015 WINDWARD PLAZA
Internal Address:	SUITE 300
City:	ALPHARETTA
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	Limited Liability Company: GEORGIA

### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark		
Serial Number:	85412343	CONCREFLOW		
Serial Number:	85412339	CONCREPAVE		
Serial Number:	85412331	DRAIN CRETE		
Serial Number:	85220640	G-CRETE		
Serial Number:	85412252	PALETTE CRETE		
Serial Number:	85220661	PRIMEGREEN		
Serial Number:	85220670	TOPGREEN		
Registration Number:	6924557	SUPERCEM		
Registration Number:	6977473	FLORIDA SUPER 'N' SAND		
Registration Number:	6977474	FLORIDA SUPER		
Registration Number:	0748639	BRICK-LOK		
		TRADEMARK —		

REEL: 008316 FRAME: 0079

900827911

Property Type	Number	Word Mark
Registration Number:	7219958	ECOSTRONG PLC
Serial Number:	97114324	MAGNOLIA
Serial Number:	97178108	SOUTHERN STAR

### CORRESPONDENCE DATA

**Fax Number:** 2122919868

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) 558-4229

Email: demarcor@sullcrom.com, maken@sullcrom.com

Correspondent Name: RAFFAELE A. DEMARCO
Address Line 1: 125 BROAD STREET

Address Line 2: SULLIVAN & CROMWELL LLP

Address Line 4: NEW YORK, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	01/12/2024

### **Total Attachments: 5**

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### RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Release"), dated as of January 12, 2024, is made by THE BANK OF NEW YORK MELLON, in its capacity as collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement) (in such capacity, the "Collateral Agent") in favor of ARGOS NORTH AMERICA CORP. and ARGOS USA LLC (each individually, a "Released Pledgor," and collectively, the "Released Pledgors"). Capitalized terms used but not defined herein shall have the meaning given to them in the Trademark Security Agreement (whether defined directly therein or by reference to another agreement).

### WITNESSETH:

WHEREAS, the Released Pledgors are parties to (i) that certain Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of August 23, 2022, made by ARGOS NORTH AMERICA CORP., a Delaware corporation, and the Guarantors (as defined in the Security Agreement) party thereto in favor of the Collateral Agent; and (ii) that certain Trademark Security Agreement, dated as of August 23, 2022, which was recorded with respect to the Released Trademark Collateral (as defined below) of the Released Pledgors on August 23, 2022, at Reel/Frame 7820/0240 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Released Pledgors pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest (collectively, the "Security Interest") in all of the Released Pledgors' right, title and interest in, to or under the Released Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule I hereto; and

WHEREAS, in accordance with Section 4 of the Trademark Security Agreement, the Collateral Agent has agreed to terminate the Trademark Security Agreement and terminate and release the Security Interest in, to and under the Released Trademark Collateral and reassign any and all rights in the same to the Released Pledgors.

Now, Therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

- 1. Release of Security Interest. The Collateral Agent hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all liens and security interests granted to the Collateral Agent for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement) in the following (collectively, other than any Excluded Property, the "Released Trademark Collateral"):
  - a. all Trademarks of the Released Pledgors, including, without limitation, those referred to on <u>Schedule I</u> hereto; and
  - b. all Proceeds of any and all of the foregoing;

and, if and to the extent that the Collateral Agent has acquired any right, title or interest in, to, or under the Released Trademark Collateral, re-assigns and re-transfers to the Released Pledgors, such right, title and interest (including, without limitation, the Trademarks referred to on <u>Schedule I</u> hereto).

- 2. Recordation. The Collateral Agent hereby authorizes the Released Pledgors, or the Released Pledgors' authorized representative(s), as the case may be, to record this Release with the U.S. Patent and Trademark Office. The Collateral Agent further authorizes and requests that the Commissioner for Trademarks of the U.S. Patent and Trademark Office record this Release.
- 3. Governing Law. This Release and the transactions contemplated hereby, and all disputes under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

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

THE BANK OF NEW YORK MELLON, as Collateral Agent

By:

Name: Sandra R. Vincent
Title: Vice President

# SCHEDULE I to Release of Trademark Security

# Trademark Registrations:

Trademark	Reg. No.	Owner	Jurisdiction
CONCREFLOW	85412343	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
CONCREPAVE	85412339	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
DRAIN CRETE	85412331	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
G-CRETE	85220640	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
PALETTE CRETE	85412252	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
PRIMEGREEN	85220661	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
TOPGREEN	85220670	Argos North America Corp. (formerly Argos USA Corp.)	United States of America
SUPERCEM	6924557	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America
FLORIDA SUPER 'N' SAND	6977473	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America
FLORIDA SUPER	6977474	Argos USA LLC (successor by merger to Argos Cement LLC)	United States of America
BRICK-LOK	748639	Argos USA LLC	United States of America
ECOSTRONG PLC	7219958	Argos USA LLC	United States of America

Schedule I

# **Trademark Applications:**

Trademark	Application No.	Owner	Jurisdiction
	97114324	Argos USA LLC	
MAGNOLIA	In process of	(successor by merger to	United States of America
MAGNOLIA	registration	Argos Cement LLC)	
	07170100	Argos USA LLC	
	97178108	(successor by merger to	
SOUTHERN STAR	In process of	Southern Star Concrete	United States of America
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	registration	Inc.)	

Schedule I

4887-3431-7458 v.7

**RECORDED: 01/12/2024**