

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest In Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC, as Administrative Agent		01/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Strategic Materials, Inc.		
Street Address:	17220 Katy Freeway		
Internal Address:	Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77094		
Entity Type:	Corporation: DELAWARE		
Name:	American Specialty Glass, Inc.		
Street Address:	17220 Katy Freeway		
Internal Address:	Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77094		
Entity Type:	Corporation: DELAWARE		
Name:	NexCycle, Inc.		
Street Address:	17220 Katy Freeway		
Internal Address:	Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77094		
Entity Type:	Corporation: DELAWARE		
Name:	Ripple Glass, LLC		
Street Address:	17220 Katy Freeway		
Internal Address:	Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77094		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2184411	STRATEGIC MATERIALS
Registration Number:	1989146	WHITEBLAST
Registration Number:	4495207	STRATEGIC MATERIALS RECYCLING EARTH'S RE
Registration Number:	3291929	NEW AGE BLAST MEDIA
Registration Number:	3646166	ALL OF OUR COLORS ARE GREEN
Registration Number:	5284208	AMERICAN SPECIALTY GLASS
Registration Number:	5493028	TRU ABRASIVES
Registration Number:	5937588	BEVCON
Registration Number:	6412114	TRU FILTRATION
Registration Number:	2143443	NEXCYCLE
Registration Number:	2181175	NEXCYCLE
Registration Number:	5540526	LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.
Registration Number:	5540524	RIPPLEGLASS
Registration Number:	5540523	
Registration Number:	5540521	GOT GLASS?
Registration Number:	5540519	RIPPLEGLASS
Serial Number:	97377285	ASG
Serial Number:	90828075	SMI STRATEGIC MATERIALS, INC.
Serial Number:	90838853	BEST IN GLASS
Serial Number:	90856021	DON'T TRASH GLASS
Serial Number:	97448788	NEXCYCLE

CORRESPONDENCE DATA

Fax Number: 2128366337

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: 2128367319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: Paul Somelofske

Address Line 1: c/o Arnold & Porter Kaye Scholer LLP

Address Line 2: 250 West 55th Street

Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
SIGNATURE:	/Paul J. Somelofske/
DATE SIGNED:	01/23/2024

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of January 23, 2024 (the “Effective Date”), is made by ALTER DOMUS (US) LLC, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of STRATEGIC MATERIALS, INC., AMERICAN SPECIALTY GLASS, INC., NEXCYCLE, INC. and RIPPLE GLASS, LLC (collectively, the “Grantors”).

WHEREAS, pursuant to that certain 1.5 Lien Credit Agreement, dated as of September 22, 2022 (as the same may have been amended, restated amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among Strategic Materials Holding Corp., a Delaware corporation (“Borrower”), SMI Group Acquisitions, Inc., a Delaware corporation, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Alter Domus (US) LLC, as administrative agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain 1.5 Lien Security Agreement, dated as of September 22, 2022 (as the same may have been amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”), and in connection therewith, the Grantors executed and delivered the 1.5 Lien Intellectual Property Security Agreement (the “IP Security Agreement”), dated as of September 22, 2022, for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the IP Security Agreement was filed and recorded with the USPTO on September 22, 2022, at Reel/Frame 7852/0683;

WHEREAS, in accordance with the terms set forth in the Security Agreement and pursuant to a confirmed chapter 11 plan, Administrative Agent has agreed to terminate and release the entirety of its security interest in the Collateral.

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

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

2. Release. Administrative Agent, without representation or warranty of any kind, and on behalf of the Secured Parties, hereby releases, discharges, terminates and cancels its lien on and security interest in and to the Collateral, including the Collateral (as defined in the IP Security Agreement and including, without limitation, those Trademarks set forth on Schedule 1 attached hereto), arising under the Security Agreement and the IP Security Agreement.

3. Further Assurances. Administrative Agent agrees to take all further actions, and provide to the Grantors and their 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 the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: Matthew Trybala

Name: Matthew Trybala

Title: Associate Counsel

**SCHEDULE 1
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

PATENTS

	<u>Owner</u>	<u>Title</u>	<u>Country</u>	<u>Pat. No.</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Status</u>
1.	Strategic Materials, Inc.	Method of and Apparatus for Type and Sorting of Cullet	USA	8436268	11/156229	17-Jun-05	7-May-13	ALIVE Annuities due: 11.5 year 11/7/2024


DOMAIN NAMES AND TRADEMARKS

Trademarks

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Status</u>
1.	Strategic Materials, Inc.	STRATEGIC MATERIALS	USA	75/011/384	2184411	Registered 10 yr. Renewal - 08/25/2028
2.	Strategic Materials, Inc.	WHITEBLAST	USA	74/569059	1989146	Registered 10 yr. Renewal - 07/23/2026
3.	Strategic Materials, Inc.	STRATEGIC MATERIALS RECYCLING EARTH'S RESOURCES (w/ Design) 	USA	85/432800	4495207	Registered 10 yr. Renewal - 03/11/2024
4.	Strategic Materials, Inc.	NEW AGE BLAST MEDIA	USA	78/744836	3291929	Registered 10 yr. Renewal - 09/11/2027 Renewal was accepted 10/4/2017
6.	American Specialty Glass, Inc.	ALL OF OUR COLORS ARE GREEN	USA	77/538146	3646166	Registered 10 yr. renewal - 6/30/2029
7.	Strategic Materials, Inc.	AMERICAN SPECIALTY GLASS	USA	87/227136	5284208	Registered 6 yr. requirements -

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Status</u>
						09/12/2023 10 yr. Renewal - 09/12/2027
8.	Strategic Materials, Inc.	ASG (DESIGN) 	USA	97/377,285	N/A	Application/ ALIVE
9.	Strategic Materials, Inc.	TRU ABRASIVES	USA	87/246569	5493028	Registered 6 yr. requirements - 06/12/2024 10 yr. Renewal - 06/12/2028
10.	Strategic Materials, Inc.	BEVCON	USA	88/458,848	5,937,588	Registered 6 yr. requirements - 12/17/2025 10 yr. Renewal - 12/17/2029
11.	Strategic Materials, Inc.	TRU FILTRATION	USA	88/669,609	6,412,114	Registered 6 yr. requirements - 07/06/2027 10 yr. Renewal - 07/06/2031
12.	Strategic Materials, Inc.	SMI STRATEGIC MATERIALS, INC. (w/ Design) 	USA	90/828,075	N/A	Application/ ALIVE
13.	Strategic Materials, Inc.	BEST IN GLASS	USA	90/838,853	N/A	Application/ ALIVE
14.	Strategic Materials, Inc.	DON'T TRASH GLASS	USA	90/856,021	N/A	Application/ ALIVE

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Status</u>
15.	Strategic Materials, Inc.	TRU ABRASIVES	Malaysia	TM2019007695	TM2019007695	Registered Renewal 03/06/2029
16.	Strategic Materials, Inc.	SMI STRATEGIC MATERIALS, INC. (w/ Design) 	Canada	2155340	N/A	Application/A LIVE
17.	Strategic Materials, Inc.	SMI STRATEGIC MATERIALS, INC. (w/ Design)	Mexico	2796104	N/A	Application (class 19)
18.	Strategic Materials, Inc.	SMI STRATEGIC MATERIALS, INC. (w/ Design)	Mexico	2669860	N/A	Application (class 21)
19.	Strategic Materials, Inc.	SMI STRATEGIC MATERIALS, INC. (w/ Design)	Mexico	2669863	2383773	Registered Declaration of use 04/19/2025 Renewal 04/19/2032
20.	Nexcycle, Inc.	NEXCYCLE (class 040)	USA	75/136123	2143443	Registered 10 yr. renewal - 03/10/2028
21.	Nexcycle, Inc.	NEXCYCLE (class 037)	USA	75/136121	2181175	Registered 10 yr. renewal - 08/11/2028
22.	Nexcycle, Inc.	NEXCYCLE (DESIGN) 	USA	97/448788	N/A	Application/ ALIVE
23.	Nexcycle, Inc.	NEXCYCLE	Canada	0818272	TMA516125	Registered Renewal 09/09/2029
24.	Nexcycle, Inc.	NEXCYCLE (DESIGN) 	Canada	2191613	N/A	Application/A LIVE

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Status</u>
25.	Ripple Glass, LLC	LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.(w/ Design) LIVE GREEN, THINK PURPLE, CHOOSE RIPPLE.	USA	87751178	5540526	Registered 8/14/18
26.	Ripple Glass, LLC	RIPPLEGLASS (w/ Design) RIPPLEGLASS	USA	87751174	5540524	Registered 8/14/18
27.	Ripple Glass, LLC	(Design Only) 	USA	87751171	5540523	Registered 8/14/18
28.	Ripple Glass, LLC	GOT GLASS? (w/ Design) GOT GLASS?	USA	87751130	5540521	Registered 8/14/18
29.	Ripple Glass, LLC	RIPPLEGLASS (w/ Design) 	USA	87751125	5540519	Registered 8/14/18

Domain Names

<u>Domain Name</u>	<u>Creation Date</u>	<u>Expiration Date</u>	<u>Registrant Name</u>	<u>Registrar</u>
nexcycle.com	11/1/1996	10/30/2023	Private registration	GoDaddy.com, LLC