

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871695

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900827795
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust (successor agent to Credit Suisse AG)		12/15/2023	National Association:

RECEIVING PARTY DATA

Name:	Associated Asphalt Partners, LLC
Street Address:	110 Franklin Road SE
Internal Address:	9th Floor
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24011
Entity Type:	Limited Liability Company: DELAWARE
Name:	Associated Asphalt, Inc.
Street Address:	110 Franklin Road SE
Internal Address:	9th Floor
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24011
Entity Type:	Corporation: VIRGINIA
Name:	Associated Asphalt Tampa, LLC
Street Address:	110 Franklin Road SE
Internal Address:	9th Floor
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24011
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2345108	ASSOCIATED ASPHALT
Registration Number:	2299406	SUPERIOR PERFORMANCE BY THE MILE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3947587	BITUMINOUS TECHNOLOGIES
Registration Number:	4403253	SEACO
Registration Number:	4551868	COLPROVIA
Registration Number:	4559678	ASSOCIATED ASPHALT
Registration Number:	4624718	COLPROVIA
Registration Number:	4685278	QCT
Registration Number:	4685279	QUICK CLEAN TACK
Registration Number:	4696919	QCT
Registration Number:	4981144	FLEXGARD
Registration Number:	4981397	STELLARFLEX
Registration Number:	4981120	STELLARFLEX FR
Registration Number:	5892237	AAXL-IV
Registration Number:	5898127	STELLARSHIELD
Registration Number:	6027865	PAVING THE WAY FORWARD

CORRESPONDENCE DATA

Fax Number: 21466148

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: 2149536500

Email: daltmdept@bakerbotts.com

Correspondent Name: Cecily Porterfield, Baker Botts L.L.P.

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 900

Address Line 4: Dallas, TEXAS 75201-2900

ATTORNEY DOCKET NUMBER:	084224.0108
NAME OF SUBMITTER:	Cecily Porterfield
SIGNATURE:	/Cecily Porterfield/
DATE SIGNED:	01/26/2024

Total Attachments: 5

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source=Blacktop Release 1 by Wilimington for TM - RF 6028-0328, RF 7100-0202 and RF 7097-0913#page2.tif
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “Release”) is made as of December 15, 2023 by WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor agent to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (the “Original Collateral Agent”)), in its capacity as Collateral Agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of the grantors party thereto, including the grantors listed on Schedule A attached hereto (each, individually, a “Grantor” and, collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Intellectual Property Security Agreements (defined below).

WHEREAS, Grantors and certain affiliates of Grantors are parties to that certain Intellectual Property Security Agreement, dated as of April 5, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2017 Intellectual Property Security Agreement”) in favor of the Collateral Agent (as successor agent to the Original Collateral Agent), pursuant to which the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantors’ right, title and interest in and to the Collateral;

WHEREAS, the 2017 Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6028, Frame 0328 on April 5, 2017;

WHEREAS, the Original Collateral Agent and the Collateral Agent entered into that certain Assignment and Assumption of Intellectual Property Security Agreement dated November 5, 2020 (the “Assignment”), pursuant to which all of the Original Collateral Agent’s rights under the 2017 Intellectual Property Security Agreement were assigned to the Collateral Agent;

WHEREAS, the Assignment was recorded with the United States Patent and Trademark Office at Reel 7100, Frame 0202 on November 6, 2020;

WHEREAS, Grantors are parties to that certain Intellectual Property Security Agreement, dated as of November 5, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “2020 Intellectual Property Security Agreement” and together with the 2017 Intellectual Property Security Agreement, the “Intellectual Property Security Agreements”), pursuant to which the Grantors granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Collateral;

WHEREAS, the 2020 Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office at Reel 7097, Frame 0913 on November 6, 2020;

WHEREAS, Grantors have requested that the Collateral Agent terminate, release and discharge fully its security interest in all of Grantors’ right, title and interest in and to the Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in the Collateral as herein provided.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation or warranty of any kind, hereby terminates each Intellectual Property Security Agreement, and fully and finally releases, relinquishes and discharges all of its security interest in and to all of the Grantors’ right, title, and interest in and to the Collateral, including the Collateral set forth on Schedule A hereto, and re-assigns to Grantors any and all right, title or interest it may have in such Collateral.


The Collateral Agent hereby authorizes each Grantor, or such Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to Grantor other instruments and other documents as may be necessary to release the security interest in the Collateral which had been granted under the Intellectual Property Security Agreements.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

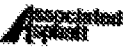
**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: _____

Name:  Joseph B. Feil
Title: Vice President

SCHEDULE A

2017 Intellectual Property Security Agreement

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ASSOCIATED ASPHALT 	US	75652174	2-Mar-99	2345108	25-Apr-00	Associated Asphalt, Inc.
SUPERIOR PERFORMANCE BY THE MILE	US	75436074	18-Feb-98	2299406	14-Dec-99	Associated Asphalt Partners, LLC (as successor to Associated Asphalt Marketing, LLC)
BITUMINOUS TECHNOLOGIES 	US	85110107	18-Aug-10	3947587	19-Apr-11	Associated Asphalt Tampa, LLC
SEACO	US	85845824	11-Feb-13	4403253	17-Sep-13	Associated Asphalt Partners, LLC
COLPROVIA	US	86121344	18-Nov-13	4551868	17-Jun-14	Associated Asphalt Partners, LLC
ASSOCIATED ASPHALT	US	86109817	4-Nov-13	4559678	1-Jul-14	Associated Asphalt Partners, LLC
COLPROVIA 	US	86233022	26-Mar-14	4624718	21-Oct-14	Associated Asphalt Partners, LLC
QCT	US	85862493	28-Feb-13	4685278	10-Feb-15	Associated Asphalt Partners, LLC
QUICK CLEAN TACK	US	85862499	28-Feb-13	4685279	10-Feb-15	Associated Asphalt Partners, LLC
QCT 	US	86111919	6-Nov-13	4696919	3-Mar-15	Associated Asphalt Partners, LLC
FLEXGARD	US	86644258	28-May-15	4981144	21-Jun-16	Associated Asphalt Partners, LLC (as successor to Associated Asphalt Marketing, LLC)
STELLARFLEX	US	86680760	1-Jul-15	4981397	21-Jun-16	Associated Asphalt Partners, LLC (as successor to Associated Asphalt Marketing, LLC)
STELLARFLEX FR	US	86638175	21-May-15	4981120	21-Jun-16	Associated Asphalt Partners, LLC (as successor to Associated Asphalt Marketing, LLC)
STELLARFLEX	Canada	1756082	23-Nov-15	TMA971660	24-May-17	Associated Asphalt Partners, LLC (as

						successor to Associated Asphalt Marketing, LLC)
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2020 Intellectual Property Security Agreement

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AAXL-IV	US Federal	87921253	15-May-18	5892237	22-Oct-19	Associated Asphalt Partners, LLC (as successor to Associated Asphalt Marketing, LLC)
STELLARSHIELD	US Federal	87920487	14-May-18	5898127	29-Oct-19	Associated Asphalt Partners, LLC (as successor to Associated Asphalt Marketing, LLC)
PAVING THE WAY FORWARD	US Federal	88604422	4-Sep-19	6027865	7-Apr-20	Associated Asphalt Partners, LLC