

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIPCF VI BROCK FUNDING, LP, as collateral agent	FORMERLY AIPCF VI BROCK FUNDING, LLC	01/26/2024	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	BROCK ENTERPRISES, LLC		
Street Address:	10343 Sam Houston Park Drive, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Limited Liability Company: TEXAS		
Name:	BROCK HOLDINGS III, INC.		
Street Address:	10343 Sam Houston Park Drive, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Corporation: DELAWARE		
Name:	BROCK SERVICES, LLC		
Street Address:	10343 Sam Houston Park Drive, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77064		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2284672	BROCK	
Registration Number:	3625584	XPS 60	
Registration Number:	2393495		
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-841-0406
Email: melissa.karasavidis@ropesgray.com
Correspondent Name: Melissa Karasavidis, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	109764-0064-004
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NAME OF SUBMITTER:	Melissa Karasavidis
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SIGNATURE:	/Melissa Karasavidis/
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DATE SIGNED:	01/26/2024
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Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY (TRADEMARKS) SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY (TRADEMARKS) SECURITY INTEREST (“**Release**”) is made and effective as of January 26, 2024 and granted by **AIPCF VI BROCK FUNDING, LP** (“**Collateral Agent**”), as collateral agent, formally known as AIPCF VI Brock Funding, LLC, in favor of **BROCK ENTERPRISES, LLC**, a Texas limited liability company, **BROCK HOLDINGS III, INC.**, a Delaware corporation and **BROCK SERVICES, LLC**, a Texas limited liability company (each a “**Pledgor**,” and collectively, the “**Pledgors**”) and their successors, assigns and legal representatives.

Reference is made to that certain Second lien Collateral Agreement dated as of October 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Brock Group, Inc., a Delaware corporation, the Subsidiary Notes Parties (as identified therein) and the Collateral Agent. The Purchasers have agreed to purchase Notes from the Company and exchange the Incremental Facility Claims (as defined in the Restructuring Support Agreement) for Notes subject to the terms and conditions set forth in the Note Purchase and Exchange Agreement, dated as of October 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Brock Group, Inc., the Guarantors named on the signature pages thereto, the Purchasers named on the signature pages thereto and the Collateral Agent. Pursuant to the above agreements, the Pledgors executed and delivered to the Collateral Agent that certain Second Lien Trademark Security Agreement by and among the Pledgors and the Collateral Agent dated as of October 27, 2017 (the “**Trademark Agreement**”);

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 006223, Frame 0219 - Frame 0225 on December 7, 2017;

WHEREAS, the Pledgors have requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Pledgors of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Trademark Agreement.

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

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties (as defined in the Collateral Agreement), their successors, legal representatives and assigns, hereby terminates the Trademark Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Agreement in any and all right, title and interest of the Pledgors, and reassigns to the Pledgors any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule A (the “**Trademarks**”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

(d) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(e) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Pledgors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Pledgors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

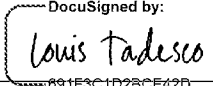
4. Counterparts. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Release.

[SIGNATURE PAGE FOLLOWS]

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

AIPCF VI Brock Funding, LP, as
Collateral Agent

By: AIPCF VI Funding GP Ltd., its
general partner

By:  _____
Name: Louis Tedesco
Title: Director

SCHEDULE A

Entity	Trademark	Federally Registered	Registration Date	Registration Number
Brock Enterprises, LLC	"BROCK"	Yes	October 12, 1999	2,284,672
Brock Holdings III, Inc.	"XPS 60"	Yes	May 26, 2009	3,625,584
Brock Services, LLC (formerly Atlantic Scaffolding Company, LLC) ¹	Triangular designed service mark registration	Yes	October 10, 2000	2,393,495

¹ Atlantic Scaffolding Company, LLC was merged into Brock Services, LLC on December 20, 2013.