

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI147961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUIST BANK, AS ADMINISTRATIVE AGENT		04/05/2024	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	BLUE WATER INDUSTRIES LLC		
Street Address:	200 WEST FORSYTH ST., SUITE 1200		
City:	JACKSONVILLE		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87648755	B BLUE WATER INDUSTRIES	
Serial Number:	87648752	BLUE WATER INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	(800)221-0102		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2326697ks		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	04/08/2024		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of April 5, 2024 (the “Release”), is made by Truist Bank (successor by merger to SunTrust Bank), as administrative agent (in such capacity, together with its successors and permitted assignees, the “Administrative Agent”), in favor of Blue Water Industries LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, the Grantor, SDI Aggregates, LLC, a Delaware limited liability company (“SDI Borrower”), BWI ETN LLC, a Delaware limited liability company (“BWI ETN”), and together with Grantor and SDI Borrower, collectively, the “Borrowers” and each, individually, a “Borrower”), Blue Water Industries Holdings LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent have entered into an Amended and Restated Revolving Credit and Term Loan Agreement, dated as of December 29, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Credit Agreement, the Guaranty and Security Agreement defined herein or the Trademark Security Agreement defined herein, as applicable);

WHEREAS, in connection with the Credit Agreement, Holdings and its Domestic Subsidiaries (including the Grantor) have entered into that certain Amended and Restated Guaranty and Security Agreement, dated as of December 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), whereby each grantor party thereto pledged, assigned and transferred to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Collateral, including the Trademark Collateral;

WHEREAS, in connection with the Guaranty and Security Agreement, the Grantor pledged, assigned and transferred to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the Trademark Collateral, pursuant to that certain Trademark Security Agreement, dated as of December 29, 2017, executed by the Grantor in favor of the Administrative Agent for the benefit of the Secured Parties, which was duly recorded on December 29, 2017, at Reel/Frame 6239/0205 in the United States Patent and Trademark Office (the “Trademark Security Agreement”); and

WHEREAS, the Administrative Agent wishes to release and restore all right, title and interest in and dissolve those security interests created by the Trademark Security Agreement and the Guaranty and Security Agreement with respect to the Trademark Collateral, including the specific Trademarks set forth on Schedule A attached hereto (the “Released Trademarks”).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby (a) grants, assigns and conveys, without recourse or warranty, to the Grantor all of its rights, title and interest in the Trademark Collateral, including the Released Trademarks, (b) terminates, releases, discharges, quitclaims and relinquishes unto the Grantor any and all security interests and liens it has against the Trademark


Collateral (including in all goodwill connected with the use of and symbolized thereby), including the Released Trademarks and (c) terminates the Trademark Security Agreement.

AND FURTHER, the Administrative Agent hereby (a) acknowledges that this Release may be filed, along with other necessary documentation, with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein, (b) authorizes the Grantor and its successors, assigns or other legal representatives to make filings with the United States Patent and Trademark Office to evidence the release granted herein and (c) agrees to take further actions, and provide to the Grantor such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), in each case, as reasonably requested by the Grantor and at the Grantor's expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date first above written.

TRUIST BANK, successor by merger to SunTrust Bank, as Administrative Agent

By: 
Name: Mauricio Behar
Title: Vice President

Release of Trademark Security Interest

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TRADEMARK
REEL: 008391 FRAME: 0812

SCHEDULE A

Released Trademarks

Mark	Jurisdiction and Registration Body	Status	Reg. No./ Serial No.	Reg. Date/ Filing Date	Owner of Record
B BLUE WATER INDUSTRIES	U.S. Patent and Trademark Office	LIVE	87648755	10/17/17	Blue Water Industries LLC
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