

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RBS CITIZENS, NATIONAL ASSOCIATION AS AGENT	FORMERLY RBS CITIZENS, N.A.	06/19/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUFFOLK CONSTRUCTION COMPANY, INC.		
<b>Street Address:</b>	65 Allerton Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02119		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4258377	SUFFOLK BUILD SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>			
<b>Phone:</b>	6175701000		
<b>Email:</b>	rthomas@goodwinprocter.com		
<b>Correspondent Name:</b>	Ryan E. Thomas		
<b>Address Line 1:</b>	Goodwin Procter LLP		
<b>Address Line 2:</b>	Exchange Place, 53 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	065641-231125		
<b>NAME OF SUBMITTER:</b>	Ryan E. Thomas		
<b>SIGNATURE:</b>	/RET/		
<b>DATE SIGNED:</b>	07/07/2014		
<b>Total Attachments: 5</b>			
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made as of June 19, 2014 (the "Release Date") by Citizens Bank, National Association (formerly known as RBS Citizens, N.A.), as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below), for the benefit of Suffolk Construction Company, Inc., a Massachusetts corporation (the "Debtor").

WHEREAS, the Debtor has entered into that certain Credit Agreement, dated as of May 22, 2013 with the Secured Parties and Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain Collateral Agreement, dated as of May 22, 2013 with the Secured Parties and Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, the Debtor has entered into that certain Trademark Security Agreement, dated as of May 22, 2013 with Agent, for the ratable benefit of the Secured Parties (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which the Debtor granted to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the Debtor's right, title and interest in, to and under the following, whether then presently existing or thereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks, including those referred to on Exhibit A hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest was to be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications;

WHEREAS, Agent has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademark Collateral; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement, the Collateral Agreement and the other financing documents executed in

connection therewith and has requested that the Secured Parties release their security interest in the Trademark Collateral.

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

1. Release of Security Interest. Effective as of the Release Date, Agent, on behalf of itself and the Secured Parties, hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by the Debtor under the Trademark Security Agreement.

2. Recordation of Release. Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement, the Collateral Agreement and/or the Trademark Security Agreement, as applicable.

5. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by the internal laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

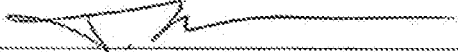
6. Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Release. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Release shall constitute effective delivery of such signature page.

*{Signature pages follow.}*

IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

AGENT:

Citizens Bank, National Association  
(formerly known as RBS Citizens, N.A.)

By:   
Name: *Thomas F. McNamara*  
Title: *SVP*

ACCEPTED AND ACKNOWLEDGED BY:

DEBTOR:

Suffolk Construction Company, Inc.

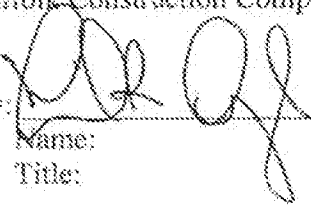
By:  \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

The Marks

<u>Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Suffolk Construction Company, Inc.	SUFFOLK BUILD SMART	85282451	March 31, 2011	4258377	December 11, 2012

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