

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank Trustees, Limited		10/26/2015	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Forticrete Limited		
Street Address:	Boss Avenue, Off Grovebury Road		
Internal Address:	Leighton Buzzard		
City:	Bedfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	LU74SD		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3849242	VISION 3	
CORRESPONDENCE DATA			
Fax Number:	9374496405		
<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:	937/449-6400		
Email:	beth.bane@dinsmore.com		
Correspondent Name:	DINSMORE & SHOHL LLP		
Address Line 1:	One South Main St., Fifth Third Center		
Address Line 2:	Suite 1300		
Address Line 4:	Dayton, OHIO 45402		
ATTORNEY DOCKET NUMBER:	FOT 0001 TA/49046.1		
NAME OF SUBMITTER:	Kimberly Gambrel		
SIGNATURE:	/Kimberly Gambrel/		
DATE SIGNED:	11/13/2015		
Total Attachments: 9			
source=FOT0001TA_security_release#page1.tif			

OP \$40.00 3849242

source=FOT0001TA_security_release#page2.tif
source=FOT0001TA_security_release#page3.tif
source=FOT0001TA_security_release#page4.tif
source=FOT0001TA_security_release#page5.tif
source=FOT0001TA_security_release#page6.tif
source=FOT0001TA_security_release#page7.tif
source=FOT0001TA_security_release#page8.tif
source=FOT0001TA_security_release#page9.tif

This Deed is made on 26 October 2015.

Between:

- (1) **U.S. Bank Trustees Limited**, a limited liability company incorporated under the laws of English and Wales and with registration number 02379632 with its office at 125 Old Broad Street, London, EC2N 1AR, United Kingdom, as Security Agent for the Secured Parties (the "Security Agent");
- (2) **Elavon Financial Services Limited**, a limited liability company registered in Ireland with the Companies Registration Office (registered number 418442), with its registered office at Block E, Cherrywood Business Park, Loughlinstown, Dublin, Ireland acting through its UK Branch (registered number BR009373) from its offices at 5th Floor, 125 Old Broad Street, London EC2N 1AR, United Kingdom as senior agent (the "Senior Agent");
- (3) **Lloyds Bank plc**, as revolving credit facility agent (the "Revolving Credit Facility Agent"); and
- (4) The Companies listed in Schedule 1 (*Security Providers*) (the "Security Providers").

Recitals:

- (A) Pursuant to the security documents listed in Schedule 2 (*Security Documents*) (the "Security Documents") the property, assets and undertaking of the Security Providers described in the Security Documents (the "Assets") were charged to the Security Agent to secure the payment and discharge of the Secured Obligations.
- (B) In consideration of the irrevocable and unconditional discharge of the Secured Obligations, the Security Agent has agreed to release and discharge all and any security rights which it has over the Assets on the terms and conditions set out in this Deed.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Interpretation

1.1 Definitions

In this Deed:

"**Collateral**" has the meaning given to it in the Jersey Share Security Agreement.

"**Effective Time**" means the earliest time at which both:

- (a) the Senior Agent has provided the SFA Confirmation; and
- (b) the Revolving Credit Facility Agent has provided the RCF Confirmation,

in each case, to the Security Agent, the Parent and the RE Security Providers.

"**Effective Time Confirmation**" means confirmation, which on occurrence of the Effective Time, the Security Agent shall promptly serve on the Senior Agent, the Revolving Credit Facility Agent, the Parent and the RE Security Providers.

"RCF Confirmation" has the meaning given to it in Clause 3.1(b) (*Receipt of Redemption Amounts*).

"RCF Redemption Account" means the account with:

Bank: Lloyds Bank PLC
Swift Code: LOYDGB2L
Beneficiary: Loans Administration Dept (Account number: 00002727 / Ref: LLO)

"RCF Redemption Amount" means the funds required to discharge all of the Secured Obligations under the Revolving Credit Facility Documents, being £82,219.32.

"RE Security Providers" means the companies listed in Part 2 of Schedule 1 (*Security Providers*).

"Senior Redemption Account" means the account with:

Bank: Deutsche Bank London
Swift Code: DEUTGB2L
IBAN: GB69DEUT40508117703603
Beneficiary: Elavon Financial Services Limited, London (Ref: 732285-01 FIGGS UK LTD GBP AC)

"Senior Redemption Amount" means the funds required to discharge all of the Secured Obligations under the Senior Finance Documents, being £283,605,472.81.

"SFA Confirmation" has the meaning given to it in Clause 3.1(a) (*Receipt of Redemption Amounts*).

1.2 Construction

Unless the context otherwise requires or unless otherwise expressly defined in this Deed, words and expressions defined (or expressed to be subject to a particular construction) in:

- (a) the Security Documents; and
- (b) the intercreditor agreement dated 13 February 2015 made between, amongst others, Figgs Newco Limited, the Security Agent, the Senior Agent as defined therein and the Revolving Credit Facility Agent as defined therein (the **"Intercreditor Agreement"**),

shall have the same meaning (or be subject to the same construction) when used in this Deed.

2. Release

2.1 Release and Discharge

Without prejudice to Clause 2.2 (*Jersey Law Release and Discharge*) below, upon the occurrence of the Effective Time, the Security Agent hereby irrevocably and unconditionally:

- (a) discharges and releases to each Security Provider its respective right, title and interest in and to the Assets as at the Effective Time;
- (b) reassigns and/or retransfers to each Security Provider any Assets assigned and/or transferred by way of security to the Security Agent by and pursuant to the Security Documents;

- (c) discharges and releases each Security Provider from all its obligations to the Security Agent under the Security Documents in respect of the Assets;
- (d) together with the Senior Agent, discharges and releases each Security Provider which is a party to the Senior Facilities Agreement from the guarantee and indemnity contained in clause 19 (*Guarantee and Indemnity*) of the Senior Facilities Agreement; and
- (e) together with the Revolving Credit Facility Agent, discharges and releases each Security Provider which is a party to the Revolving Credit Facility Agreement from the guarantee and indemnity contained in clause 23 (*Guarantee and Indemnity*) of the Revolving Credit Facility Agreement.
- (f) agrees that it will promptly (on the same Business Day as the Effective Time, provided the Effective Time occurs before 3.00 pm (London time) on the relevant date, otherwise on the next Business Day) return to the Parent (or as it may otherwise direct) any share certificates, stock transfer forms, other documents of title (or equivalent documents) held by it in relation to the Security Documents to which it is a party.

2.2 Jersey Law Release and Discharge

Upon the occurrence of the Effective Time, the Security Agent hereby irrevocably and unconditionally:

- (a) releases the Collateral as at the Effective Time from the security interests created by the Jersey Grantor under the Jersey Share Security Agreement, such that the security interests created under the Jersey Share Security Agreement are extinguished;
- (b) releases the Jersey Grantor from all its covenants, liabilities and obligations under the Jersey Share Security Agreement, such that the Jersey Share Security Agreement and any written notices delivered to third parties under the Jersey Share Security Agreement are terminated;
- (c) reassigns to the Jersey Grantor all or any part of the Collateral as at the Effective Time (if any) assigned to the Security Agent under the Jersey Share Security Agreement;
- (d) agrees that it shall deliver to the Jersey Grantor promptly (on the same Business Day as the Effective Time, provided the Effective Time occurs before 3.00 pm (London time) on the relevant date, otherwise on the next Business Day) any certificates of title in respect of the Collateral as at the Effective Time, together with any signed but undated stock transfer forms, delivered to it under the Jersey Share Security Agreement;
- (e) agrees that the Security Agent does not have control (as defined in the Security Interests (Jersey) Law 2012) over any Collateral as at the Effective Time; and
- (f) agrees to register a financing change statement on or promptly after the Effective Time discharging the registration of the security interests created under the Jersey Share Security Agreement from the Jersey Security Interests Register.

Schedule 1

Security Providers

Name	State of Incorporation	Registered Number	Registered Office
Part 1 - Obligor Security Providers			
Figgs Newco Limited	England and Wales	09332892	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Ibstock Building Products Limited (formerly known as Figgs UK Limited)	England and Wales	09329395	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Figgs Bidco Limited	England and Wales	09332893	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Figgs Bidco 2 Limited	England and Wales	09415340	Devonshire House Mayfair Place London, W1J 8AJ United Kingdom
Ibstock Group Limited	England and Wales	00984268	Leicester Road Ibstock Leicestershire LE67 6HS
Forticrete Limited	England and Wales	00221210	Leicester Road Ibstock Leicestershire LE67 6HS
Baldwin Industries Limited	England and Wales	01516334	Leicester Road Ibstock Leicestershire LE67 6HS
Anderton Concrete Products Limited	England and Wales	01900103	Leicester Road Ibstock Leicestershire LE67 6HS
Oakhill Holdings Limited	England and Wales	04077204	Leicester Road Ibstock Leicestershire LE67 6HS

Supreme Concrete Limited	England and Wales	01410463	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Brick Holding Company Limited (formerly known as Ibstock Building Products Limited)	England and Wales	00784339	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Leasing Limited	England and Wales	05378321	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Management Services Limited	Jersey	11953	47 Esplanade St Helier Jersey JE1 0BD
Ibstock Brick Limited	England and Wales	00063230	Leicester Road Ibstock Leicestershire LE67 6HS
Part 2 - RE Security Providers			
Ibstock Brick Cattybrook Limited	England and Wales	00011298	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Westbrick Limited	England and Wales	01606990	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Brick Leicester Limited	England and Wales	00106667	Leicester Road Ibstock Leicestershire LE67 6HS
Ibstock Bricks (1996) Limited	England and Wales	00246855	Leicester Road Ibstock Leicestershire LE67 6HS

Schedule 2

Security Documents

Jurisdiction	Description of Security Document
1. England and Wales	Debenture dated 26 February 2015 between Figgs Newco Limited, Ibstock Building Productions Limited (formerly known as Figgs UK Limited), Figgs Bidco Limited and Figgs Bidco 2 Limited as chargors, and the Security Agent (the " Debenture ").
	Debenture dated 29 April 2015 between Figgs Newco Limited as parent, Ibstock Group Limited, Forticrete Limited, Baldwin Industries Limited, Anderton Concrete Products Limited, Oakhill Holdings Limited, Supreme Concrete Limited, Ibstock Brick Holding Company Limited (formerly known as Ibstock Building Products Limited), Ibstock Leasing Limited, Ibstock Management Services Limited and Ibstock Brick Limited as chargors, Ibstock Brick Cattybrook Limited, Ibstock Westbrick Limited, Ibstock Brick Leicester Limited and Ibstock Bricks (1996) Limited as RE security providers and the Security Agent (the " Ibstock Group Debenture ").
2. New York	Share Pledge Agreement dated 19 March 2015 in relation to Glen Gery Corporation (a Delaware corporation, registered number 2546887) between Figgs Bidco 2 Limited as grantor and the Security Agent (the " NY Share Pledge ").
3. Jersey	Share Security Agreement dated 24 April 2015 in relation to Ibstock Management Services Limited between Ibstock Brick Holding Company Limited (formerly known as Ibstock Building Products Limited) as grantor (the " Jersey Grantor ") and the Security Agent (the " Jersey Share Security Agreement ").


Chargor	Description / Title	Country	Application /Registration Number	Filing Date	Status	Nice classification
	figurative marks)					
Forticrete Limited	DP8	UK	3078443	23/10/2014	Registered	19
Forticrete Limited	Vision 3 (figurative)	European Community	7,022,478	27/06/2008	Registered	19
Forticrete Limited	Centurion	Ireland	81797	14/03/1973	Registered	19
Forticrete Limited	Vision 3 (figurative)	US	3849242	27/06/2008	Registered	19
Ibstock Brick Limited	Brickmiles	European Community	006076161	06/07/2007	Registered	19, 37, 42
Ibstock Brick Limited	Ecowall	European Community	008873499	10/02/2010	Registered	19
Ibstock Brick Limited	Hathernware	European Community	003926714	09/07/2004	Registered	19, 37, 42
Ibstock Brick Limited	Ibstock Building Products Building a Family of Exceptional Brands (figurative mark)	US	86567070	17/03/2015	Application Filed	19, 42
Ibstock Brick Limited	Ibstock Brick Limited – Innovators in Clay (figurative mark)	European Community	003442928	24/10/2003	Registered	19, 42
Ibstock Brick Limited	Tradesman	European Community	004697728	21/10/2015	Registered	19

Signatories

The Security Providers

FIGGS NEWCO LIMITED for itself, as Parent, and as agent for the Security Providers (other than the RE Security Providers) pursuant to clause 2.6 (*Obligors' Agent*) of the Senior Facilities Agreement and clause 2.4 (*Obligors' Agent*) of the Revolving Credit Facility Agreement.

By:

} 
Signature of Director


[Signature page to Global Deed of Release]

EMEA 100808220

The Security Agent

U.S. BANK TRUSTEES LIMITED

EXECUTED and DELIVERED as a DEED
By:

} 
.....
Signature of Authorised Signatory

Christopher Eastlake
Authorised Signatory

} 
.....
Signature of Authorised Signatory

Amy Connolly
Authorised Signatory

[Signature page to Global Deed of Release]

BMBA 100808220