

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Obsidian Agency Services, Inc.		04/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ready Mixed Concrete Company, LLC		
Street Address:	2500 E. Brannan Way		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80229		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4273124	DYNACEM	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	389395-7		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	06/24/2020		
Total Attachments: 3			
source=tennenbaum brannan trademark release - 6370-0392 Final#page1.tif			
source=tennenbaum brannan trademark release - 6370-0392 Final#page2.tif			
source=tennenbaum brannan trademark release - 6370-0392 Final#page3.tif			

CH \$40.00 4273124

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 30, 2020, by OBSIDIAN AGENCY SERVICES, INC., in its capacity as Secured Party for itself, as the Collateral Agent, the Administrative Agent, and the Lenders (in such capacity, together with its successors and assigns in such capacity, "Secured Party"), in favor of READY MIXED CONCRETE COMPANY, LLC, a Colorado limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor executed that certain Trademark Security Agreement dated as of July 2, 2018 (the "Security Agreement"), pursuant to which the Grantor granted a security interest to Secured Party in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on July 3, 2018, at Reel 6370, Frame 0392; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party, on behalf of itself and the Lenders and the L/C Issuers, hereby terminates, cancels, releases and discharges its security interest in and Lien on all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule 1** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

2. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party's right, title and interest in and to the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

OBSIDIAN AGENCY SERVICES, INC., as Secured
Party

By: 
Name: Howard Levkowitz
Title: President

Trademark Release and Reassignment

TRADEMARK
REEL: 006979 FRAME: 0058

SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT

Trademark Registrations and Applications

Mark	Application No.	Registration No.	Registration Date
DYNACEM	85439742	4273124	01/08/2013