

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTERESTS IN PATENTS - REEL/FRAME 046886/0409	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROYAL BANK OF CANADA	01/29/2021
RECEIVING PARTY DATA		
Name:	FOUNDATION BUILDING MATERIALS, LLC	
Street Address:	2520 RED HILL AVENUE	
City:	SANTA ANA	
State/Country:	CALIFORNIA	
Postal Code:	92705	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7543789
CORRESPONDENCE DATA		
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<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>		
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NAME OF SUBMITTER:	KELSEY WATKINS	
SIGNATURE:	/KELSEY WATKINS/	
DATE SIGNED:	01/29/2021	
Total Attachments: 3		
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RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS** (this “Release”) is dated as of January 29, 2021 and delivered by Royal Bank of Canada, in its capacity as Agent (in such capacity, the “Agent”), in favor of the Grantors. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement (as defined below) and if not defined therein, then the meanings given in the Collateral Agreement (as defined below) or the Credit Agreement (as defined below), as the case may be.

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of August 13, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Credit Agreement”), each Grantor and the Agent entered into that certain Term Loan Guarantee and Collateral Agreement, dated as of August 13, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “Collateral Agreement”) and that certain Term Loan Intellectual Property Security Agreement, dated as of August 13, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, the “IP Security Agreement”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on August 13, 2018 at Reel/Frame 046886/0409;

WHEREAS, pursuant to the Collateral Agreement and IP Security Agreement, each Grantor granted to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, including in all of such Grantor’s right, title and interest in and to the Patents, including, but not limited to the Patent set forth on Schedule A attached hereto (collectively, the “Patent Collateral”); and

WHEREAS, the Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release the security interest in the Patent Collateral.

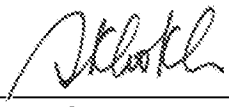
NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby (i) terminates, cancels, releases, relinquishes and forever discharges all of its lien on and security interest in the Patent Collateral, (ii) terminates the IP Security Agreement, and (iii) retransfers and reassigns to each Grantor, as applicable and without representation or warranty of any kind, express or implied, free and clear of any claims by the Agent, all right, title or interest of the Agent in and to the Patent Collateral of such Grantor. The Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments, and do any and all further acts which the Grantors (or their agents or designees) reasonably request, at the Grantors’ sole cost and expense, in order to confirm this Release and the Grantors’ right, title, and interest in and to the Patent Collateral.

The Agent hereby authorizes and requests that the Commissioner for Patents record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

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

ROYAL BANK OF CANADA,
as Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

PATENTS

Loan Party	Title	Preceding Party	Filing Date Issued Date	Status	Registration No.
Foundation Building Materials, LLC	Drywall Retaining Device	Home Acres Building Supply Co. LLC	December 9, 2005 June 9, 2009	Registered	7,543,789