### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM346531

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest
SEQUENCE:	2

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/30/2015	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Hirschfeld Steel Group LP	
Street Address:	112 West 29th Street	
City:	San Angelo	
State/Country:	TEXAS	
Postal Code:	76903	
Entity Type:	LIMITED PARTNERSHIP: TEXAS	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1941178	
Registration Number:	1942762	

#### **CORRESPONDENCE DATA**

Fax Number: 8043447999

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.

Phone: 804-788-8331

Email: HWRITM@hunton.com

**Correspondent Name:** Stephen P. Demm - Hunton & Williams LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	73375.4
NAME OF SUBMITTER:	Stephen P. Demm
SIGNATURE:	/Stephen P. Demm/
DATE SIGNED:	07/01/2015

#### **Total Attachments: 4**

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> TRADEMARK **REEL: 005566 FRAME: 0813**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") is executed and delivered as of June 30, 2015, by BANK OF AMERICA, N.A., as successor in interest to LaSalle Business Credit, LLC as administrative agent (the "Administrative Agent") for certain banks and other financial institutions or entities (the "Lenders"), in favor of HIRSCHFELD STEEL GROUP LP, a Texas limited partnership ("Grantor").

#### WITNESSETH:

WHEREAS, in connection with that certain Amended and Restated Loan and Security Agreement, dated as April 27, 2006, by and among Grantor, Hirschfeld Industries Bridge LLC, a North Carolina limited liability company formerly known as Carolina Steel Group LLC, and Hirschfeld Properties LP, a Texas limited partnership, as Borrowers, certain other loan parties, the Lenders, and the Administrative Agent (as LaSalle Business Credit, LLC) (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor has executed and delivered that certain Trademark Security Agreement dated as of April 27, 2006, by Grantor in favor of the Administrative Agent (as LaSalle Business Credit, LLC) (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, a security interest (the "Security Interest") was granted by Grantor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the United States Patent and Trademark Office ("<u>USPTO</u>") on June 30, 2006, at Reel 003338 and Frame 0893; and

WHEREAS, in consideration of the satisfaction of the obligations secured by the Security Interest, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness, and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on <u>Schedule A</u> hereto. All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Collateral Agreement.
- 2. <u>Release of Security Interest</u>. In consideration of the satisfaction of the obligations secured thereby, the Administrative Agent hereby terminates, releases, and discharges its

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Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

- 3. <u>Recordation</u>. Grantor, or its designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Termination and Release.
- 4. <u>Further Assurances</u>. The Administrative Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in each case at Grantor's expense and in form and substance reasonably satisfactory to Administrative Agent.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

> BANK OF AMERICA, N.A. as Administrative Agent

Name: Laura Parrish

Title: Vice President

# Schedule A

# Trademark Collateral

# **Trademark Registrations**

Trademark Description	U.S. Registration No.	Date Registered
Logo/design	74622857/1941178	12/12/95
Logo/design	74622845/1942762	12/19/95

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**RECORDED: 07/01/2015** 

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