## 900377927 09/13/2016

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM398333

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Trademark Collateral
RESUBMIT DOCUMENT ID:	900375988

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/23/2016	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	North American Specialty Products LLC
Street Address:	2801 Post Oak Boulevard, Suite 600
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	4075377	CERTAFORM
Registration Number:	4146376	CERTA-LOK
Registration Number:	4146379	CERTA LOK
Registration Number:	2166926	FORMADRAIN
Registration Number:	1862516	FORM-A-DRAIN
Registration Number:	2799420	KWIK-SET
Registration Number:	3782202	T-ROC
Serial Number:	85727942	CERTAFRAME
Serial Number:	85860247	CERTA-SET
Serial Number:	85844950	CERTA SET
Serial Number:	85894393	QUADRASHIELD
Serial Number:	85829013	STRAIGHTSHOT
Serial Number:	85756047	

### **CORRESPONDENCE DATA**

**Fax Number:** 2142000853

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.

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**Phone:** 2109787487

**Email:** venisa.dark@haynesboone.com

Correspondent Name: Venisa Dark

Address Line 1: Haynes and Boone LLP

**Address Line 2:** 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	17997.648
NAME OF SUBMITTER:	Venisa Dark
SIGNATURE:	/Venisa Dark/
DATE SIGNED:	09/13/2016

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

source=Westlake-Trademark Collateral Release - North American Specialty Products#page1.tif source=Westlake-Trademark Collateral Release - North American Specialty Products#page2.tif source=Westlake-Trademark Collateral Release - North American Specialty Products#page3.tif source=Westlake-Trademark Collateral Release - North American Specialty Products#page4.tif

#### RELEASE OF TRADEMARK COLLATERAL

This Release of Trademark Collateral is made and effective as of August 23, 2016, by BANK OF AMERICA, N.A, in its capacity as Agent (herein so called) for Lenders (defined below) for the benefit of North American Specialty Products LLC ("*Grantor*"), an affiliate of Westlake Chemical Corporation.

#### **RECITALS**

- A. In connection with that certain Amended and Restated Credit Agreement dated as of September 16, 2011, by and among Westlake Chemical Corporation and certain of its direct and indirect subsidiaries, Agent and certain lenders ("Lenders"), Grantor entered into that certain Security Agreement dated as of May 1, 2013 (including all schedules thereto, as from time to time amended, restated, supplemented. or otherwise modified, the "Security Agreement");
- B. Pursuant to the Security Agreement, Grantor executed a Trademark Security Agreement dated as of June 7, 2013 in favor of Agent, in its capacity as agent for Lenders (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Trademark Security Agreement*") pursuant to which Grantor granted to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark Collateral set forth on *Exhibit A* attached hereto;
- C. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 11, 2013 at Reel/Frame Number 5044/0764;
- D. The Agent agrees to release all security interests (including the continuing first priority security interest) in and to the Trademark Collateral that were granted under the Trademark Security Agreement and the Security Agreement.
- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on its behalf and on behalf of the Lenders, hereby agrees as follows:
- 1. Release of Security Interest. Agent, solely in its capacity as agent for the Lenders, hereby absolutely, unconditionally and irrevocably releases, terminates, and forever discharges all security interests (including the continuing first priority security interest) it may have in and to the Trademark Collateral, including, but not limited to, the Trademark Collateral listed on *Exhibit A* attached hereto. Agent hereby acknowledges and confirms that that the continuing first priority security interest in the Trademark Collateral granted under the Security Agreement and the Trademark Security Agreement has ceased.
- 2. <u>Further Acts.</u> The Agent hereby authorizes and requests that this Release of Trademark Collateral be recorded at the United States Patent and Trademark Office, or any other applicable location. The Agent shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Release of Trademark Collateral.
- 3. <u>Full Authority</u>. The Agent represents and warrants that it has full authority to execute and deliver this Release of Trademark Collateral.

4. Governing Law. THIS RELEASE OF TRADEMARK COLLATERAL AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE OF TRADEMARK COLLATERAL AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signature Page to Follow]

### EXECUTED as of the date first written above.

BANK OF AMERICA, N.A, in its capacity as Agent for

Lenders

Name: Hance VanBeber

Title: Senior Vice President

Signature Page to Release of Trademark Collateral (North American Specialty Products LLC)

 $\label{eq:exhibit A} \textbf{Exhibit A}$  Trademark and Service Mark Registrations

Mark	Jurisdiction	Reg. No.	Reg. Date
CERTAFORM	U.S.	4075377	20-Dec-2011
CERTA-LOK	U.S.	4146376	22-May-2012
CERTA-LOK	Australia	1480957	19-Nov-2012
CERTA LOK (Composite)	Australia	1480959	19-Nov-2012
CERTA LOK (Design)	U.S.	4146379	22-May-2012
FORMADRAIN	U.S.	2166926	23-Jun-1998
FORM-A-DRAIN	U.S.	1862516	15-Nov-1994
KWIK-SET	U.S.	2799420	23-Dec-2003
T-ROC	U.S.	3782202	27-Apr-2010

# **Trademark and Service Mark Applications**

Mark	Jurisdiction	App. No.	App. Date
CERTAFORM	Canada	1521640	30-Mar-2011
CERTAFRAME	U.S.	85727942	13-Sep-2012
CERTAFRAME	Canada	1594387	14-Sep-2012
CERTA-SET	U.S.	85860247	26-Feb-2013
CERTA SET (Design)	U.S.	85844950	8-Feb-2013
QUADRASHIELD	U.S.	85894393	3-Apr-2013
STRAIGHTSHOT	U.S.	85829013	22-Jan-2013
YELLOW (Color)	U.S.	85756047	17-Oct-2012

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**RECORDED: 08/25/2016**