# OP \$665.00 440694

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM475198

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	4	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		05/23/2018	Bank: ENGLAND

### **RECEIVING PARTY DATA**

Name:	SRS Distribution Inc.
Street Address:	5900 South Lake Forest Drive, Suite 400
City:	Mckinney
State/Country:	TEXAS
Postal Code:	75070-2196
Entity Type:	Corporation: DELAWARE
Name:	Advanced Building Products, Inc.
Street Address:	5900 South Lake Forest Drive, Suite 400
City:	McKinney
State/Country:	TEXAS
Postal Code:	75070-2196
Entity Type:	Corporation: LOUISIANA
Name:	Roofline, Inc.
Street Address:	5900 South Lake Forest Drive, Suite 400
City:	Mckinney
State/Country:	TEXAS
Postal Code:	75070-2196
Entity Type:	Corporation: OREGON

## **PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark	
Registration Number:	4406944	ABP ADVANCEDDRAIN	
Registration Number:	1933217	COMPRIBAND	
Registration Number:	3539784	COPPER SEALTITE 2000	
Registration Number:	3839566		
Registration Number:	4720351	GROUND GUARD	
Registration Number:	4088783	MOISTMAT TRADEMARK	

900451849 REEL: 006335 FRAME: 0072

Property Type	Number	Word Mark
Registration Number:	3508323	MOISTSEAL
Registration Number:	1984011	MORTAR BREAK
Registration Number:	2759020	MORTAR MAZE
Registration Number:	3280856	MORTAIR VENT
Registration Number:	2759019	MORTAR CATCH
Registration Number:	3701391	R-VENT
Registration Number:	3861720	SKY MEADOW
Registration Number:	3838805	SOUND CATCHER
Registration Number:	3765343	STRIP-N-FLASH
Registration Number:	3761712	WATAIRVENT
Registration Number:	3861738	WALL-AIR
Serial Number:	86788618	ADVANCED BUILDING PRODUCTS
Serial Number:	86788630	ADVANCED BUILDING PRODUCTS
Serial Number:	86788584	B&L
Serial Number:	86788593	B&L WHOLESALE SUPPLY
Serial Number:	86788602	
Serial Number:	86788599	D.J. ROOFING SUPPLY
Serial Number:	86788623	MFK
Serial Number:	86788614	MFK
Serial Number:	86788608	MYLES F. KELLY

#### CORRESPONDENCE DATA

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: N451847 Barclays TM RLSE	
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	05/23/2018

#### **Total Attachments: 7**

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#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of May 23, 2018 and delivered by Barclays Bank PLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of SRS Distribution Inc., Advanced Building Products, Inc. and Roofline, Inc. (collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below) or the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of June 21, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the Collateral Agent and certain other parties thereto, in order in order to secure payments of certain Secured Obligations (as defined in the Term Loan Agreement, as such term is defined in the Security Agreement), the Grantors assigned, pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantors' right, title and interest in, to all of (i) its trademarks and trademark applications, including, without limitation, the trademarks an trademark applications listed on Schedule I hereto, (ii) its patents and patent applications including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) its copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the "Intellectual Property").

**WHEREAS**, the Second Lien IP Security Agreement, dated as of June 21, 2016 evidencing the security interest granted by the Grantors in favor of the Collateral Agent was recorded with the United States Patent and Trademark Office on (i) June 21, 2016 at Reel/Frame 5817/0691 and (ii) June 22, 2016 at Reel/Frame 038985/0705 (the "Second Lien IP Security Agreement").

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

**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 Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property, terminates the Second Lien IP Security Agreement, and retransfers and reassigns to the Grantors without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Intellectual Property of the Grantors.

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

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

Barclays Bank PLC, as Collateral Agent

Name: Vanessa A. Kurbatskiy
Title: Vice President

[Signature Page to IP Release]

## **SCHEDULE I**

## <u>UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS</u>

U.S. Trademark Registrations

Company	Mark Docket No	Application Number/ Application Date	Registration Number/ Registration Date
Advanced Building	ABP ADVANCEDDRAIN SRSR.T0027US	85/853536	4,406,944
Products, Inc.		02/19/2013	09/24/2013
Advanced Building	COMPRIBAND	74/608280	1,933,217
Products, Inc.		12/08/1994	11/07/1995
Advanced Building	COPPER SEALTITE 2000	77/408520	3,539,784
Products, Inc.		02/28/2008	12/02/2008
Advanced Building		85/014922	3,839,566
Products, Inc.		04/15/2010	08/24/2010
Advanced	GROUND GUARD	86/388361	4,720,351
Building Products, Inc.		09/08/2014	04/14/2015
Advanced Building	MOISTMAT	85/145638	4,088,783
Products, Inc.		10/05/2010	01/18/2012
Advanced Building	MOISTSEAL	77/408607	3,508,323
Products, Inc.		02/28/2008	09/30/2008
Advanced Building	MORTAR BREAK	74/693182	1,984,011
Products, Inc.		06/26/1995	07/02/1996
Advanced Building	MORTAR MAZE	78/176275	2,759,020
Products, Inc.		10/19/2002	09/02/2013
Advanced Building	MORTAIR VENT	78/784687	3,280,856
Products, Inc.		01/04/2006	08/14/2007

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Company	Mark Docket No.	Application Number/ Application Date	Registration Number/ Registration Date
Advanced	MORTAR CATCH	78/176273	2,759,019
Building			
Products, Inc.		10/19/2002	09/02/2003
Advanced	R-VENT	77/709419	3,701,391
Building			
Products, Inc.		04/08/2009	10/27/2009
Advanced	SKY MEADOW	77/754423	3,861,720
Building			
Products, Inc.		06/08/2009	10/12/2010
Advanced	SOUND CATCHER	77/718659	3,838,805
Building			
Products, Inc.		04/21/2009	08/24/2010
Advanced	STRIP-N-FLASH	77/734941	3,765,343
Building			
Products, Inc.		05/12/2009	03/23/2010
Advanced	WATAIRVENT	77/584060	3,761,712
Building			
Products, Inc.		10/02/2008	03/16/2010
Advanced	WALL-AIR	77/758077	3,861,738
Building			
Products, Inc.		06/12/2009	10/12/2010

# U.S. Trademark Applications

Company	Mark Docket No	Application Number/ Application Date
Advanced	ADVANCED BUILDING	86/788618
Building	PRODUCTS	
Products, Inc.		10/15/2015
Advanced	ADVANCED BUILDING	86/788630
Building	PRODUCTS	
Products, Inc.		10/15/2015
SRS		86/788584
Distribution	B&L	
Inc.		10/15/2015
SRS		86/788593
Distribution	<u> </u>	
Inc.		10/15/2015

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Company	Mark Docket No.	Application Number/ Application Date
SRS		86/788602
Distribution Inc		10/15/2015
SRS		86/788599
Distribution	D.J. ROOFING SUPPLY	
Inc.		10/15/2015
SRS Distribution		86/788623
Inc.		10/15/2015
SRS Distribution	MFK	86/788614
Inc.		10/15/2015
SRS		86/788608
Distribution Inc.	MYLES F. KELLY	10/15/2015

# **SCHEDULE II**

# **PATENTS**

# Registrations

Company	Description	Application Number/ Application Date	Publication Number/ Publication Date
Advanced	[EN] CORNER FLASHING	10,926,131	20060053699AA
Building			
Products, Inc.		08/25/2004	03/16/2006
Advanced	[EN] Apparatus and method for	0,532,185	62,569,55BA
Building	debris-collecting in masonry cavity		
Products, Inc.	walls	03/20/2000	07/10/2001

Applications

None.

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# **SCHEDULE III**

## **COPYRIGHTS**

# Registrations

Company	Country	Description	Registratio n Number/ Registratio n Date
Advanced	United States	Renaissance	TXu000882755
Building		conservatories.	
Products, Inc.			11/06/1998
		Logo.	

Applications

None.

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**RECORDED: 05/23/2018**