# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM607919

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type  National Banking Association:	
Bank of America, N.A.	FORMERLY LaSalle Bank National Association	11/10/2020		

## **RECEIVING PARTY DATA**

Name:	Atlantic Construction Fabrics, Inc.		
Street Address:	2831 Cardwell Drive		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23234		
Entity Type:	Corporation: VIRGINIA		

## **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1434750	LAND SAVER SEDIMENT CONTROL FENCE
Registration Number:	1447503	RIT-A-WEED CONTROL BLANKET
Registration Number:	1476880	SEED SHIELD
Registration Number:	1571929	DRAIN - IT
Registration Number:	1603769	EQUUSTALL
Registration Number:	1595370	PATIO KEEPER

## **CORRESPONDENCE DATA**

Fax Number: 8044206507

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: 8044206000

Email: charlacher@williamsmullen.com

**Correspondent Name:** Christel E. Harlacher

Address Line 1: 200 South 10th Street, Suite 1600

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	11/10/2020

## **Total Attachments: 3**

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## **Release of Security Interest in Intellectual Property**

This Release of Security Interest in Intellectual Property ("Release") is made as of November 10, 2020, by Bank of America, N.A., a national banking association, successor by merger to LaSalle Bank National Association ("Bank").

### WITNESSETH:

Whereas, Bank and Atlantic Construction Fabrics, Inc., a corporation of Virginia ("Grantor"), were parties to that certain Security Agreement dated as of February 4, 1991, as amended, supplemented, renewed, extended, replaced, modified or restated from time to time (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Bank in, among other things, the collateral (as defined in the Security Agreement), including the collateral set forth on Schedule 1 hereto and any trademarks filed or licenses granted thereafter ("New Marks"), as security for certain obligations; and

Whereas, the Security Agreement was recorded by the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on February 22, 1991 at Reel 0768, Frame 0637; and

Whereas, Grantor requested that Bank release its security interest in the collateral and reassign the same to Grantor;

Now Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Bank, on behalf of itself and its successors, legal representatives and assigns, hereby releases and discharges its security interest in all of Grantor's right, title and interest in and to the collateral and any New Marks, including all of the following:
  - a. all of its trademarks and all trademark licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto:
  - b. all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
  - c. any and all other forms of intellectual property identified in the Security Agreement or acquired thereafter, including all patents and copyrights, all applications and registrations thereof and any other proprietary rights or other rights ("Other IP").
    - d. all renewals and extensions of the foregoing;
  - e. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

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rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

- f. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.
- 2. Bank hereby reassigns, grants and conveys to Grantor, all of Bank's right, title and interest in and to the collateral, New Marks and Other IP, including all rights listed in Paragraph 1 above. Bank hereby agrees that any and all rights provided by Security Agreement are fully released and terminated, with no rights remaining. Bank hereby authorizes Grantor or Grantor's authorized representative to record this Release with the US Patent and Trademark Office and any other domestic or foreign intellectual property office. Bank agrees that it shall execute all other documents and do all other acts necessary to terminate the Security Agreement and effect the release of such right, title and interest to Grantor, its successors and assigns.

In Witness Whereof, Bank has caused this Release to be duly executed by its duly authorized officer effective as of the day and year first above written.

## Bank of America, N.A.,

a national banking association, successor by merger to LaSalle Bank National Association

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Name: Christine Carrera

Title: Vice President

Date: 11/10/2020

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# Schedule 1 Trademarks

Mark	Serial No.	Reg. No.
LAND SAVER SEDIMENT CONTROL FENCE (and design)	73576510	1434750
RIT-A-WEED CONTROL BLANKET	73576511	1447503
SEED SHIELD	73663802	1476880
DRAIN - IT	73797754	1571929
EQUUSTALL	73829254	1603769
PATIO KEEPER	73829255	1595370

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**RECORDED: 11/10/2020**