# CH \$990.00 6767

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM672135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 6294/0432		

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Agent		09/01/2021	Bank: CANADA

## **RECEIVING PARTY DATA**

Name:	Fortifiber, LLC		
Street Address:	999 North Sepulveda Blvd		
Internal Address:	Suite 800		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: CALIFORNIA		

## **PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark			
Registration Number:	676718	AQUABAR			
Registration Number:	3150369	BUILDERS SHIM STOCK			
Registration Number:	2881150	E-Z SEAL			
Registration Number:	2216781	E-Z SEAL			
Registration Number:	1183727	FIBREEN			
Registration Number:	1623683	FOAM TEX			
Registration Number:	3683882	FORESIGHT			
Registration Number:	3686423	FORESIGHT PROTECTING YOUR WORLD			
Registration Number:	3039094	FORTIFIBER BUILDING SYSTEMS GROUP			
Registration Number:	2839612	FORTIFIBER			
Registration Number:	2568416	FORTIFLASH 40			
Registration Number:	2622665	FORTIFLASH			
Registration Number:	4194184	FORTIFLEX			
Registration Number:	4600337	FORTISEAL			
Registration Number:	3074772	FORTISHIELD 10 YEAR WARRANTY			
Registration Number:	5348950	FORTISHIELD 15 YEAR WARRANTY			
Registration Number:	3147274	HWD-15			
Registration Number:	2308895	JUMBO TEX			

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TRADEMARK

Property Type	Number	Word Mark			
Registration Number:	2348151	MH-15			
Registration Number:	4685779	L7 FLASHING			
Registration Number:	3113218	MOISTOP CORNER SHIELD			
Registration Number:	2993732	MOISTOP NEXT			
Registration Number:	2988790	MOISTOP PF			
Registration Number:	2772487	MOISTOP ULTRA			
Registration Number:	646318	MOISTOP			
Registration Number:	5415455	MOISTOP			
Registration Number:	2318422	ORANGE LABEL SISALKRAFT			
Registration Number:	3376784	PLYDRY			
Registration Number:	3223624	PROTECTING YOUR WORLD FROM THE ELEMENTS			
Registration Number:	691806	PYRO-KURE			
Registration Number:	2294413	SCRIBE RITE			
Registration Number:	680471	SEEKURE			
Registration Number:	1486918	SISALKRAFT			
Registration Number:	3178959	THE BOOT			
Registration Number:	1199560	TRI-PLI			
Registration Number:	1196816	VAPORSTOP			
Registration Number:	3429129	WEATHER TEX			
Registration Number:	3238303	WEATHERSMART			
Serial Number:	87586249	FORTIBOARD			

#### CORRESPONDENCE DATA

**Fax Number:** 2127514864

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:** 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045777-0054
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	09/02/2021

## **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 1, 2021 (the "Effective Date"), is made by ROYAL BANK OF CANADA, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the "Agent") in favor of FORTIFIBER, LLC, a California limited liability company (the "Grantor"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Security Agreement, dated as of October 5, 2016, by and among the Grantor, the Agent, and certain other parties (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor executed and delivered that certain Trademark Security Agreement, dated as of March 16, 2018 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on March 19, 2018 at Reel/Frame 6294/0432;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent a continuing security interest in and a continuing lien on (the "Security Interest") all of the Grantor's right, title and interest in, to and under the following, whether then owned or existing or thereafter acquired or arising (but excluding any Excluded Assets): (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; (ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; (iii) all rights priorities and privileges with respect thereto; and (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto (collectively, the "Trademark Collateral"); and

WHEREAS, the Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor all right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

ROYAL BANK OF CANADA, as Agent

Name: Ann Hurley

Title: Manager, Agency

[Signature Page to Release of Security Interest in Trademarks]

# SCHEDULE 1

## TRADEMARKS

<b>Jurisdiction</b>	Date of Application	Date of Issue	Application Serial Number	lssued Frademark Number	Title
U.S.	5/5/58	04/07/59	72051005	676,718	"AQUABAR"
U.S.	4/1/05	10/03/06	76634863	3,150,369	"BUILDERS SHIM STOCK"
U.S.	9/22/03	09/07/04	76546378	2,881,150	"E-Z SEAL" - Non-Metal Seals
U.S.	9/2/97	01/05/99	75350632	2,216,781	"E-Z SEAL" - Reinforced Poly- Coated Paper Laminated
U.S.	1/28/80	12/29/81	73247824	1,183,727	"FIBREEN"
U.S.	3/8/90	11/20/90	74036075	1,623,683	"FOAM TEX"
U.S.	2/8/2008	09/15/09	77392084	3,683,882	FORESIGHT'
U.S.	3/19/08	09/22/09	76687871	3,686,423	"FORESIGHT PROTECTING YOUR WORLD"
U.S.	2/18/04	01/10/06	76575962	3,039,094	"FORTIFIBER BUILDING SYSTEMS GROUP"
U.S.	10/29/02	05/11/04	76462717	2,839,612	"FORTIFIBER" - Block Letters.
U.S.	11/27/00	05/07/02	76171241	2,568,416	"FORTIFLASH 40"
U.S.	6/2/99	02/24/02	75719321	2,622,665	"FORTIFLASH"
U.S.	1/6/12	08/21/12	85510073	4,194,184	"FORTIFLEX"
U.S.	12/9/13	09/09/14	86138452	4,600,337	"FORTISEAL"
U.S.	12/14/04	03/28/06	78532407	3,074,772	"FORTISHIELD 10 YEAR WARRANTY & Design
U.S.	12/06/16	12/5/2017	87258656	5,348,950	"FORTISHIELD 15 YEAR WARRANTY & Design
U.S.	4/12/05	09/26/06	76635988	3,147,274	"HWD-15"
U.S.	9/23/98	01/18/00	75557081	2,308,895	"JUMBO TEX"
U.S.	7/22/98	05/09/00	75523211	2,348,151	"MH-15"
U.S.	12/11/13	02/10/15	86141023	4,685,779	"L7 FLASHING"
U.S.	6/13/05	07/04/06	76640747	3,113,218	"MOISTOP CORNER SHIELD"
U.S.	12/29/03	09/13/05	76567647	2,993,732	"MOISTOP NEXT"
U.S.	7/2/04	08/30/05	76600643	2,988,790	"MOISTOP PF"
U.S.	5/10/02	10/07/03	76405815	2,772,487	"MOISTOP ULTRA"
U.S.	2/27/56	06/04/57	72003337	646,318	"MOISTOP"
U.S.	10/27/16	3/6/18	87217308	5,415,455	"MOISTOP"
U.S.	9/29/98	02/15/00	75561008	2,318,422	"ORANGE LABEL SISALKRAFT"
U.S.	2/8/07	02/05/08	76672428	3,376,784	"PLYDRY"

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Jurisdiction	Date of Application	Date of Issue	Application Secul Number	fssnerf Trademark Number	Title
U.S.	4/12/05	04/03/07	76635646	3,223,624	"PROTECTING YOUR WORLD
			,		FROM THE ELEMENTS"
U.S.	6/16/59	01/19/60	72075827	691,806	"PYRO-KURE"
U.S.	9/23/98	11/23/99	75557080	2,294,413	"SCRIBE RITE"
U.S.	9/17/58	06/16/59	72058985	680,471	"SEEKURE"
U.S.	7/14/86	05/03/88	73609308	1,486,918	"SISALKRAFT"
U.S.	4/1/05	12/05/06	76634774	3,178,959	"THE BOOT"
U.S.	1/28/80	06/29/82	73247823	1,199,560	"TRI-PLI"
U.S.	1/28/80	06/01/82	73247825	1,196,816	"VAPORSTOP"
U.S.	7/3/07	05/20/08	76679066	3,429,129	"WEATHER TEX"
U.S.	8/3/05	05/01/07	78684289	3,238,303	"WEATHERSMART"
U.S.	8/28/17		87586249		"FORTIBOARD"

#### **Domain Names**

- 1. www.cspfoundation.org
- 2. www.e-zseal.com
- 3. www.fortifiber.com
- 4. www.fortifiber.info1
- 5. www.fortifiber.net
- 6. www.fortifiber.org
- 7. www.fortiflash.com
- 8. www.fortiwrap.com
- 9. www.jumbotex.com
- 10. www.l7flashing.com
- 11. www.sisalkraft.com

#### TRADEMARK LICENSES

None

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**RECORDED: 09/02/2021**