

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672147

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 5892/0250		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Agent		09/01/2021	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Henry WDG, 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: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3854177	SYSTEM 14	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
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 HENRY COMPANY LLC, a California limited liability company and HENRY WDG, LLC, a Delaware limited liability company (each a “Grantor,” and together the “Grantors”). 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 Grantors, 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 Grantors executed and delivered that certain Trademark Security Agreement, dated as of October 5, 2016 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on October 5, 2016 at Reel/Frame 5891/0542 (with respect to Henry Company LLC) and at Reel/Frame 5892/0250 (with respect to Henry Wdg, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Agent a continuing security interest in and a continuing lien on (the “Security Interest”) all of such 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 such Grantor, including, without limitation, each such 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 such Trademark; (ii) each Trademark License constituting Recordable Intellectual Property to which such Grantor is a party, including, without limitation, each such 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 Grantors 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 each Grantor all right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, or any successor to such Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral of such Grantor), 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

By: 
Name: Ann Hurley
Title: Manager, Agency

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007412 FRAME: 0186

SCHEDULE 1

TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>App. or Reg. Number</u>	<u>Filing or Reg. Date</u>	<u>Status</u>
Henry Company LLC	#1 CHOICE OF PROFESSIONALS	1992242	13-AUG-1996	Registered
	107	1759892	23-MAR-1993	Registered
	203	1759893	23-MAR-1993	Registered
	204	1715781	15-SEP-1992	Registered
	208	1718160	22-SEP-1992	Registered
	208R	2870300	03-AUG-2004	Registered
	280	1757859	16-MAR-1993	Registered
	AIR-BLOC LF	4621906	14-OCT-2014	Registered
	AIR-BLOC	3700855	27-OCT-2009	Registered
	AQUA-BRITE	4467393	14-JAN-2014	Registered
	AQUADRI	86170177	20-JAN-2014	Allowed ITU
	BLUESCAPE	87109932	7-JUL-2016	Pending ITU
	BUILDING ENVELOPE SYSTEMS	2630978	08-OCT-2002	Registered
	BUTYL-NEK	2209696	08-DEC-1998	Registered
	CAN-DO GUIDE	1407687	02-SEP-1986	Registered
	COLD AP	1736597	01-DEC-1992	Registered
	Design Only	1883197	14-MAR-1995	Registered
	Design Only	0969489	02-OCT-1973	Registered
	DOT STICK	2689383	18-FEB-2003	Registered
	DURASEAL	2045588	18-MAR-1997	Registered
	DURATAC	3066797	07-MAR-2006	Registered
	DUST DROP	86807749	03-NOV-2015	Allowed ITU
	EAVEFLEX	4432849	12-NOV-2013	Registered
	EL PREFERIDO DE LOS PROFESIONALES	4593086	26-AUG-2014	Registered
	ELASTIC ROOF SEALER	2612351	27-AUG-2002	Registered
	ELASTOBLACK	1729378	03-NOV-1992	Registered
	ELASTOCAULK	1764491	13-APR-1993	Registered
	ELASTOMULSION	2851608	08-JUN-2004	Registered
	ELASTOMULSION	1746418	12-JAN-1993	Registered
	ELASTO-SEAL	1563354	31-OCT-1989	Registered
	ENVIRO-WHITE	3661679	28-JUL-2009	Registered
	GEO	2270356	17-AUG-1999	Registered
	GULF-SEAL	1269188	06-MAR-1984	Registered
	GULF-SEAL	1228474	22-FEB-1983	Registered
	GULF-SEAL	0631571	31-JUL-1956	Registered
	HENRY	1501782	30-AUG-1988	Registered
	HENRY LO-SLOPE	2812328	10-FEB-2004	Registered
	HENRY RUBBERKOTE	3329550	11-NOV-2008	Registered
	HENRY...BECAUSE YOU ONLY WANT TO DO IT ONCE	2743485	29-JUL-2003	Registered
	HYDRO-FLEX WATERSTOP	2550287	19-MAR-2002	Registered
	INSULBOND	1899492	13-JUN-1995	Registered

<u>Grantor</u>	<u>Title</u>	<u>App. or Reg. Number</u>	<u>Filing or Reg. Date</u>	<u>Status</u>
	LEAK PRUF	1545885	27-JUN-1989	Registered
	MARITAPE	1074545	04-OCT-1977	Registered
	METAL CLAD	4520119	29-APR-2014	Registered
	METALSHIELD	1668948	17-DEC-1991	Registered
	MONOLITHIC	1994028	13-AUG-1996	Registered
	PERMAX	1912903	22-AUG-1995	Registered
	POLY-NEK	85945933	30-MAY-2013	Allowed ITU
	PONDPATCH	3235743	01-MAY-2007	Registered
	PONDPATCH	2409553	28-NOV-2000	Registered
	PRO-GRADE	1963675	26-MAR-1996	Registered
	QUIKDRY	2836202	27-APR-2004	Registered
	RAM-NEK FR	2882573	07-SEP-2004	Registered
	RAM-NEK	0705432	11-OCT-1960	Registered
	RAM-WRAP	1983042	25-JUN-1996	Registered
	RESINTECH	86781633	08-OCT-2015	Allowed ITU
	ROOF GUARD	86847765	14-DEC-2015	Allowed ITU
	ROOF GUARD	1640132	09-APR-1991	Registered
	ROOFER'S CHOICE	1605568	10-JUL-1990	Registered
	RUB'R-NEK L-T-M	3289307	11-SEP-2007	Registered
	RUB'R-NEK	1075938	25-OCT-1977	Registered
	RUF-TAC	1273522	10-APR-1984	Registered
	SOLARFLEX	2582288	18-JUN-2002	Registered
	SOLAR-FLEX	1687455	19-MAY-1992	Registered
	STAY BRIGHT	2293240	16-NOV-1999	Registered
	STOP LEAK	3638967	16-JUN-2009	Registered
	STOP LEAK	1562176	24-OCT-1989	Registered
	SYNKO FLEX	2377938	15-AUG-2000	Registered
	SYNKO FLEX	0997441	05-NOV-1974	Registered
	SYNKO-FLEX	0997440	05-NOV-1974	Registered
	SYNKO-FLEX FR	2877902	24-AUG-2004	Registered
	TREECURE	1618261	23-OCT-1990	Registered
	TROPI-COOL	4689556	17-FEB-2015	Registered
	TRUE BLUE	86697996	20-JUL-2015	Suspended ITU
	TRUE BLUE	86428562	20-OCT-2014	Opposed ITU
	WET PATCH	1756859	09-MAR-1993	Registered
Henry WDG, LLC	SYSTEM 14	3854177	28-SEP-2010	Registered

TRADEMARK LICENSES

- (a) Trademark Agreement, by and between Henry Company and The W.W. Henry Company, dated October 31, 1986.
- (b) Licensed Seller License Agreement, executed on December 15, 2009, by and between Cool Roof Rating Counsel, Inc. and Henry Company.