

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		08/31/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American Gilsonite Company		
Street Address:	16200 Park Row Drive, Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77084		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1539927	BORE-PLATE	
Registration Number:	1787717	GILSONITE	
Registration Number:	4503246	PROVEN UNDER PRESSURE	
Registration Number:	4557218	IF IT ISN'T AMERICAN, IT ISN'T GILSONITE	
Registration Number:	4557219	IF IT AIN'T AMERICAN, IT AIN'T GILSONITE	
Registration Number:	4507946	NATURALLY BETTER	
Registration Number:	4503238	PERFORMANCE THAT RUNS DEEP	
Serial Number:	87193521	LIQUID GILSONITE	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	17136515618		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Ryan Graham		
Address Line 1:	1301 McKinney, Suite 5100		
Address Line 4:	Houston, TEXAS 77010		
NAME OF SUBMITTER:	Ryan Graham		
SIGNATURE:	/Ryan Graham/		

OP \$215.00 1539927

DATE SIGNED:	09/08/2021
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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of August 31, 2021 and granted by Wilmington Trust, National Association, as Agent (the “**Agent**”), as Agent for the secured parties under the Security Agreement referred to below (the “**Secured Parties**”), in favor of American Gilsonite Company, a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of December 31, 2016 (as the same may be amended, modified, extended or restated from time to time, the “**Security Agreement**”; capitalized terms used herein but otherwise undefined have the meanings assigned to such terms in the **Agreement**) by and among the Grantor and the other parties thereto and Agent for the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

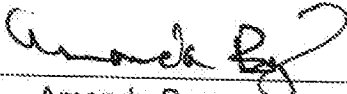
2. Further Assurances. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in writing in order to confirm, effectuate or record this Release.

3. Governing Law. This Release 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 and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Wilmington Trust, National Association
as Agent

By: 
Name: Amanda Berg
Title: Banking Officer

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Application Number/Application Date	Registration Number/Registration Date	Record Owner
BORE-PLATE	US	73753963 9/26/1988	1539927 5/23/1989	American Gilsonite Company
GILSONITE	US	74216978 10/30/1991	1787717 8/17/1993	American Gilsonite Company
PROVEN UNDER PRESSURE	US	85930132 5/13/2013	4503246 3/25/2014	American Gilsonite Company
IF IT ISN'T AMERICAN, IT ISN'T GILSONITE	US	85928334 5/10/2013	4557218 6/24/2014	American Gilsonite Company
IF IT AIN'T AMERICAN, IT AIN'T GILSONITE	US	85928336 5/10/2013	4557219 6/24/2014	American Gilsonite Company
NATURALLY BETTER	US	85928321 5/10/2013	4507946 4/1/2014	American Gilsonite Company
PERFORMANCE THAT RUNS DEEP	US	85928329 5/10/2013	4503238 3/25/2014	American Gilsonite Company
LIQUID GILSONITE	US	87/193,521 10/05/2016	N/A	American Gilsonite Company