# ETAS ID: TM810008

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** Assignment of Security Interest in Intellectual Property Collateral recorded **NATURE OF CONVEYANCE:** at R/F 5249/0480

TRADEMARK ASSIGNMENT COVER SHEET

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		05/12/2023	the Cayman Islands branch of a Swiss Banking corporation: SWITZERLAND

## **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S. Dearborn
Internal Address:	Floor L-2 Mailcode: IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

## **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Serial Number:	86142783	CBSI CAPITOL BUILDING SUPPLY
Serial Number:	85342383	CAPITOL INTERIOR PRODUCTS
Serial Number:	85342391	CAPITOL MATERIALS, INC.
Serial Number:	85222038	CHAPARRAL MATERIALS INC. LEAPING GREENWA
Serial Number:	85302433	COLONIAL MATERIALS INC.
Serial Number:	85342396	COWTOWN MATERIALS, INC.
Serial Number:	85302437	EASTEX MATERIALS
Serial Number:	85302435	FLINT RIVER MATERIALS, INC.
Serial Number:	85329474	GATOR GYPSUM INC.
Serial Number:	74226237	GTS
Serial Number:	85329473	GMS GYPSUM MANAGEMENT & SUPPLY, INC.
Serial Number:	85745795	JOBSITEREADY.COM
Serial Number:	85329472	LONGHORN BUILDING MATERIALS, INC.
Serial Number:	85302431	LOUISIANA MATERIALS
Serial Number:	85329476	RT ROCKY TOP MATERIALS, INC.
Serial Number:	85305754	STATE LINE BUILDING SUPPLY, INC.

**TRADEMARK REEL: 008070 FRAME: 0689** 

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Property Type	Number	Word Mark	
Serial Number:	85342400	TAMARACK MATERIALS, INC.	
Serial Number:	85342385	TEJAS MATERIALS, INC.	
Serial Number:	85342389	TMI. TRIANGLE MATERIALS, INC.	
Serial Number:	85303734	TSW	
Serial Number:	85303772	TUCKER ACOUSTICAL PRODUCTS, INC.	
Serial Number:	85303774	VALLEY INTERIOR PRODUCTS	

#### **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:	045494-0511
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	05/12/2023

### **Total Attachments: 5**

source=JPM-GMS - Assignment of Security Interest in IP - RF 5249-0480 [Executed] (05.12.2023)#page1.tif source=JPM-GMS - Assignment of Security Interest in IP - RF 5249-0480 [Executed] (05.12.2023)#page2.tif source=JPM-GMS - Assignment of Security Interest in IP - RF 5249-0480 [Executed] (05.12.2023)#page3.tif source=JPM-GMS - Assignment of Security Interest in IP - RF 5249-0480 [Executed] (05.12.2023)#page4.tif source=JPM-GMS - Assignment of Security Interest in IP - RF 5249-0480 [Executed] (05.12.2023)#page5.tif

# ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "<u>Assignment</u>"), dated as of May 12, 2023, is entered into by and between CREDIT SUISSE AG, as the predecessor or retiring Collateral Agent ("<u>Assignor</u>") and JPMORGAN CHASE BANK, N.A., as the successor Collateral Agent ("<u>Assignee</u>"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the IP Security Agreement, whether defined directly therein or by reference to another agreement.

WHEREAS, pursuant to that certain First Lien Security Agreement dated as of April 1, 2014 among the Gypsum Management and Supply, Inc. ("Grantor"), any other grantors from time to time party thereto, and the Assignor (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Security Agreement"), the Grantor executed and delivered that certain Intellectual Property Security Agreement, dated as of April 1, 2014 (the "IP Security Agreement"), which was recorded in United States Patent and Trademark Office ("USPTO") on April 1, 2014 at Reel/Frame 5249/0480;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, Grantor granted to the Assignor, for the ratable benefit of the Secured Parties a security interest in all of Grantor's right title and interest in the Collateral, including (i) the trademark and service mark registrations and applications set forth in Schedule A hereto (but excluding "intent-to-use" applications to the extent set forth therein), together with the goodwill of the business connected with the use thereof and symbolized thereby; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; (iii) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and (iv) any and all Proceeds of, collateral for, income, royalties and other payments then or thereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

WHEREAS, pursuant to a Successor Agent Appointment and Agency Transfer Agreement, dated as of May 12, 2023, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's rights, duties and obligations under the Security Agreement and the IP Security Agreement and the Liens granted thereunder.

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the USPTO;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the IP Collateral and the IP Security Agreement, including, without limitation, its lien on and security interest in Grantor's right, title and interest in to and under the Collateral. The foregoing Assignment is made as-is, where is and without representation or warranty of any kind, whether express or implied, and without recourse to the Assignor.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN IP COLLATERAL as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Assignor

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Name: D. Andrew Maletta
Title: Authorized Signatory

Name: Nawshaer Safi

Title: Authorized Signatory

**REEL: 008070 FRAME: 0692** 

# **ACCEPTANCE AND ASSUMPTION**

Assignee, as successor Collateral Agent, accepts and assumes the foregoing Assignment.

DATED as of the 12 day of May, 2023.

JPMORGAN CHASE BANK, N.A.

as Assignee

By: Antie Focke

Title: Executive Director

REEL: 008070 FRAME: 0693

# **SCHEDULE A**

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor: Gypsum Management and Supply, Inc.

Trudemark	Country	Application Number	Application Filing Date	Registration Number	Registration <u>Date</u>
Capitol Building Supply and dome design	SO	86/142,783	13-Dec-2013	Pending	N/A
Capitol Interior Products and liberty bell design	Sn	85/342,383	09-Jun-2011	4,156,788	12-Jun-2012
Capitol Materials, Inc. and pyramid design	CS	85/342,391	09-Jun-2011	4,095,994	07-Feb-2012
Chaparral Materials, Inc. Leaping Greenward	Sn	85/222,038	20-Jan-2011	4,018,832	30-Aug-2011
Colonial Materials Inc.	Sn	85/302,433	22-Apr-2011	4.090,146	24-Jan-2012
Cowtown Materials, Inc. and design	US	85/342,396	09-Jun-2011	4,160.180	19-Jue-2012
Eastex Materials	SO	85/302,437	22-Apr-2011	4,093,364	31-Jan-2012
Flint River Materials, Inc.	US	85/302,435	22-Apr-2011	4,156,630	12-Jun-2012
Gator Gypsum and affigator design	SO	85/329,474	25-May-2011 27-Mar-2012	4,156,748	12-Jun-2012
GTS	CIS	74/226.237	29-Nov-1991	1,801,194	26-Oct-1993
Gypsum Management and Supply (stylized)	Sn	85/329,473	25-May-2011	4,156,747	12-Jun-2012
jobsiteready.com	Sn	85/745,795	04-Oct-2012	Pending	(ITU) Allowed
Longborn Building Materials and steer head design	Sin	85/329.472	25-May-2011	4.093.478	31-Jan-2012
Louisiana Materials	SO	85/302,431	22-Apr-2011	4,093,363	31-Jan-2012
Rocky Top Materials (stylized)	Sn	85/329,476	25-May-2011 27-Mar-2012	4.156,749	12-Jun-2012
State Line Building Supply, Inc.	Sin	85/305,754	27-Apr-2011 08-Nov-2011	4.090,159	24-Jan-2012
Tamarack Materials (stylized)	OS	85/342,400	09-Jun-2011	4,160,181	19-Jun-2012

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**RECORDED: 05/12/2023**