

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5024-3

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Antares Capital Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 1, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Confirmatory Assignment of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ NoName: General Electric Capital
Internal _____ Corporation, as agent

Address: _____

Street Address: 500 W. MonroeCity: ChicagoState: ILCountry: US Zip: 60661

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: (312) 558-6352Fax Number: (312) 558-5700Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

2

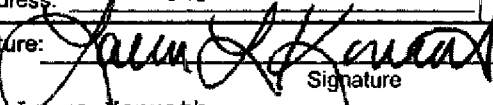
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 232428Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

5/25/06
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 232428 1806464

Continuation
Item 7

SCHEDULE A

Type

Reg. No.

① Service Mark

#1,806,464

② Service Mark

#1,737,197

CA Service Mark

#038614

CA Service Mark

#042251

TN Trademark

#25,551,619

GA Trademark

#S-12281

GA Trademark

#S-12280

U.S. Marks

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST

WHEREAS, ANTARES CAPITAL CORPORATION (f/k/a Antares Leveraged Capital Corp., hereinafter "ASSIGNOR"), holds a security interest in and to certain trademarks and trademark applications identified in Schedule A hereto, including the trademark registrations and applications for registration thereof, the common law rights pertaining thereto, and in and to the goodwill of the trademark registrations and applications for registration and connected with the use thereof (hereinafter the "SECURITY INTEREST"), said SECURITY INTEREST recorded at Reel 1702, Frame 0952 with the U.S. Patent and Trademark Office Assignment Division; and

WHEREAS, GENERAL ELECTRIC CAPITAL CORPORATION (hereinafter "ASSIGNEE"), has succeeded by that certain Second Amended and Restated Credit Agreement dated on or about May 1, 2006, and is desirous of succeeding of record, to the rights thus held by ASSIGNOR and acquiring of record therefrom all of ASSIGNOR's right, title and interest in, to and under the SECURITY INTEREST;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR effective as of the date hereof, did and hereby does assign, transfer and convey to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title, and interest in and to the SECURITY INTEREST in all jurisdictions.

2. ASSIGNOR hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which the SECURITY INTEREST is recorded or in which an application for recordation of the SECURITY INTEREST is pending, to record the title of ASSIGNEE, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the SECURITY INTEREST, and to issue the Notice of Recordation resulting from any such application for recordation of the SECURITY INTEREST to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR agrees that it will execute and deliver, or cause to be executed and delivered, to ASSIGNEE or ASSIGNEE's legal representatives, any other or additional assignments, documents, certificates, powers or other writings, and take all additional actions, as may be reasonably necessary to transfer the SECURITY INTEREST to ASSIGNEE, to effectuate and validate this Confirmatory Assignment, to record this Confirmatory Assignment of the SECURITY INTEREST to ASSIGNEE with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which the SECURITY INTEREST is or may be recorded or in which applications for recordation of the SECURITY INTEREST are pending, under the relevant laws of the United States or any other jurisdictions.

IN WITNESS WHEREOF, the undersigned has executed this Confirmatory Assignment as of this 1st day of May, 2006.

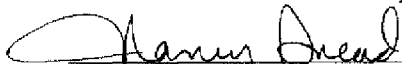
ANTARES CAPITAL CORPORATION

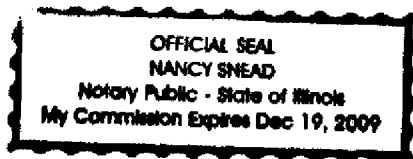
By: 
Name: **Timothy G. Lyne**
Title: **Director**

SEAL

State of Illinois)
) ss
County of Cook)

On this 1st day of May, 2006, before me personally appeared Timothy G. Lyne to me personally known, who being duly sworn, did say that he/she is the Director of ANTARES CAPITAL CORPORATION and that he/she duly executed the foregoing instrument for and on behalf of ANTARES CAPITAL CORPORATION, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



SCHEDULE ATypeReg. No.

①
②

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CA Service Mark

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