

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		10/30/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	KELE, INC.		
Street Address:	3300 BROTHER BOULEVARD		
City:	BARTLETT		
State/Country:	TENNESSEE		
Postal Code:	38133		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4233233	ENGENUS	
Registration Number:	4158588	ENGENIUS	
Registration Number:	3753098	INSTA-PANEL	
Registration Number:	3622331	AUTOPHOS	
Registration Number:	1488205	PRECON	
Registration Number:	3281825	KELE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-141		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	11/05/2015		

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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made as of October 30, 2015, by Antares Capital LP (as successor in interest to General Electric Capital Corporation, the “Agent”), in its capacity as administrative agent for the Lenders and the L/C Issuers under the Credit Agreement referred to below (the “Secured Parties”), in favor of Kele, Inc. (the “Grantor”). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

WHEREAS, the Grantor entered into a Credit Agreement, dated as of November 30, 2007 (the “Credit Agreement”), with General Electric Capital Corporation (“GE”) and the Secured Parties thereto;

WHEREAS, the Grantor entered into a Guaranty and Security Agreement, dated as of November 30, 2007 with GE (the “Guaranty and Security Agreement”), in favor of GE;

WHEREAS; the Grantor and GE entered into a Trademark Security Agreement, dated as of November 30, 2007 (the “2007 Trademark Security Agreement”), whereby Grantor granted to GE a security interest all of Grantor’s right, title and interest in and to (i) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule I-A hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the “2007 Collateral”);

WHEREAS, the 2007 Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on December 5, 2007 at Reel 003671, Frame 0955;

WHEREAS; the Grantor and GE entered into a Trademark Security Agreement, dated as of July 6, 2012 (the “2012 Trademark Security Agreement”), whereby Grantor granted to GE a security interest all of Grantor’s right, title and interest in and to (i) all of its U.S. registered Trademarks, including, without limitation, those referred to on Schedule I-B hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the “2012 Collateral”, and together with the 2007 Collateral, collectively the “Released Collateral”);

WHEREAS, the 2012 Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on July 6, 2012 at Reel 004815, Frame 0425;

WHEREAS, GE entered into an Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (the “Assignment Agreement”), whereby GE assigned to the Agent all of its rights, title and interest in and to the 2007 Trademark Security Agreement and the 2012 Trademark Security Agreement;

WHEREAS, the Assignment Agreement was recorded in the U.S. Patent and Trademark Office on October 5, 2015 at Reel 005637, Frame 0449; and

WHEREAS, the Agent has agreed to release its interest in the Released Collateral;

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

1. Release of Security Interest. The Agent hereby terminates, releases, and discharges its security interest in the Released Collateral, and any right, title or interest of the Agent in such Released Collateral is hereby void.

2. Further Assurances. At the request and sole expense of the Grantor, the Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to make fully and effectively carry out the purpose of this Release.

3. Authorization. Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other relevant jurisdictions, to record this Release.

4. Governing Law. This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois, without regard to its conflicts of laws principles.

5. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Release by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first set forth above.

ANTARES CAPITAL LP,
as Agent

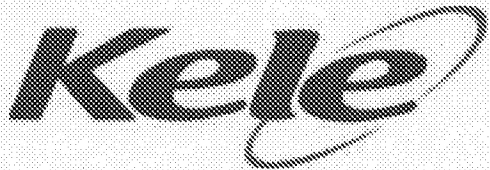
By: 

Name: Scott Renzulli

Title: Authorized Signatory

SCHEDULE I-A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

1. REGISTERED TRADEMARKS

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
PRECON	US	Cancelled	73584497 2/24/1986	1488205 5/17/1988	Kele, Inc.
	US	Cancelled	77034187 11/01/2006	3281825 8/21/2007	Kele, Inc.

2. TRADEMARK APPLICATIONS

None.

SCHEDULE I-B
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

1. REGISTERED TRADEMARKS

Trademark	Country/ State	Status	Appl. No. Filing date	Reg. No. Reg. Date	Owner
EnGen ^{ius}	US	Registered	85557969 3/01/2012	4233233 10/30/2012	Kele, Inc.
EnGen ^{ius}	US	Registered	85197219 12/14/2010	4158588 6/12/2012	Kele, Inc.
INSTA-PANEL	US	Registered	77599378 10/23/2008	3753098 2/23/2010	Kele, Inc.
AUTOPHOS	US	Registered	77577071 9/23/2008	3622331 5/19/2009	Kele, Inc.

2. TRADEMARK APPLICATIONS

None.