

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP acting in its capacity as successor to General Electric Capital Corporation		01/11/2016	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Robertson Fuel Systems, L.L.C.		
Street Address:	800 West Carver Road		
Internal Address:	Suite 101		
City:	Tempa		
State/Country:	ARIZONA		
Postal Code:	85284		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2994282	COMBO-PAK	
Registration Number:	1783867	HANDI-FARE	
Registration Number:	4195644	ROBBIE TANKS	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<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:	212-836-7319		
Email:	paul.somelofske@kayescholer.com		
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP		
Address Line 1:	250 West 55th Street		
Address Line 2:	Room 1119		
Address Line 4:	New York, NEW YORK 10019-9710		
ATTORNEY DOCKET NUMBER:	51654-0004-05948		
NAME OF SUBMITTER:	Paul J. Somelofske		
SIGNATURE:	/Paul J. Somelofske/		
DATE SIGNED:	01/28/2016		

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Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 11, 2016, by ANTARES CAPITAL LP acting in its capacity as successor to General Electric Capital Corporation (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, Robertson Fuel Systems, L.L.C. (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of December 18, 2012 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 18, 2012, at Reel 4922, Frame 0117;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, releases and discharges its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

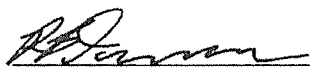
2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: 
Name: Richard Davidson
Title: Duly Authorized Signatory

Trademark Release and Reassignment

TRADEMARK
REEL: 005718 FRAME: 0202

SCHEDULE 1

1. REGISTERED TRADEMARKS

Jurisdiction	Mark	Reg.No.	Reg. Date	Assignment No.	Record Owner
United States	COMBO-PAK	2,994,282	9/13/2005	900241625	Robertson Fuel Systems, L.L.C.
United States	HANDI-FARE	1,783,867	7/27/1993	900241625	Robertson Fuel Systems, L.L.C.
United States	ROBBIE TANKS	4,195,644	8/21/2012	900241625	Robertson Fuel Systems, L.L.C.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.