

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Application Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GE Antares Capital Corp.		08/21/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86646907	ANTARES	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Neelima Teerdhala, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	25080-1005		
NAME OF SUBMITTER:	Neelima Teerdhala		
SIGNATURE:	/Neelima Teerdhala/		
DATE SIGNED:	03/09/2016		
Total Attachments: 5			
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TRADEMARK APPLICATION ASSIGNMENT

This TRADEMARK APPLICATION ASSIGNMENT is made and entered into this 21st day of August, 2015 by and between **GE Antares Capital Corp.**, an Delaware corporation, having a place of business at 500 West Monroe Street, Chicago, IL 60661 (“Assignor”), and Antares Capital LP, a Delaware limited partnership, having a place of business at 500 West Monroe Street, Chicago, IL 60661 (“Assignee”). Capitalized terms used herein but not defined otherwise shall have the meaning ascribed to such terms in the Stock and Asset Purchase Agreement.

WHEREAS, General Electric Capital Corporation, an Affiliate of Assignor, and Assignee are parties to that certain Stock and Asset Purchase Agreement dated June 8, 2015 (the “Stock and Asset Purchase Agreement”), pursuant to which Assignee agreed to purchase certain assets from Assignor;

WHEREAS, Assignor is the owner of the trademark application set forth on Schedule A hereto (the “Trademark Application”);

WHEREAS, Assignee desires to purchase all of Assignor’s right, title and interest in and to the Trademark Application, and the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Trademark Application Assignment is a condition to Closing.

NOW THEREFORE, for the consideration stated in the Stock and Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the Closing, Assignor hereby assigns to Assignee, and Assignee accepts: (i) all of Assignor’s right, title and interest in and to the Trademark Application, including all registrations that issue therefrom and all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby; (ii) to all income and payments now or hereafter due or payable with respect thereto; (iii) all causes of action (either in law or in equity) relating thereto; and (iv) the right to sue, counterclaim and recover for, past, present and future infringement and misappropriation of the rights assigned or to be assigned under this Trademark Application Assignment.

2. Except as expressly provided in the Stock and Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademark Application.

3. Assignor hereby covenants that Assignor shall, at the request, cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademark Application, and shall not enter into any agreement in conflict with this Trademark Application Assignment.

4. This Trademark Application Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart

of a signature page to this Trademark Application Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Trademark Application Assignment.

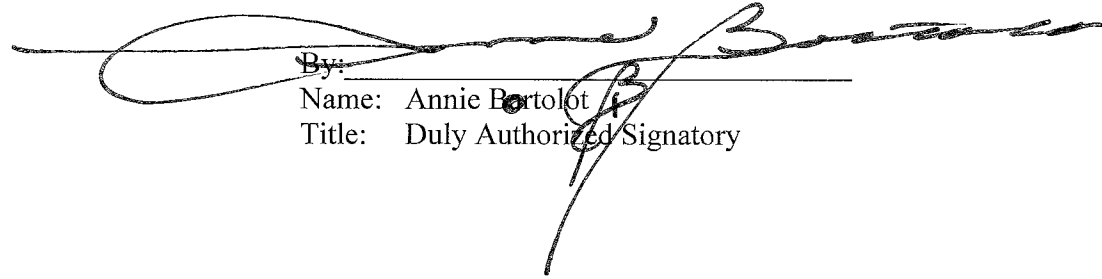
5. No provision of this Trademark Application Assignment may be amended or modified except by a written instrument signed by the parties hereto.

6. This Trademark Application Assignment, and any Action that may be based upon, arise out of or relate or be incidental to this Trademark Application Assignment, the negotiation, execution, performance or consummation hereof or the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise, and whether now existing or hereafter arising, will be governed by and construed and enforced in accordance with the internal Laws of the State of New York, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied. The parties consent specifically to the personal and exclusive jurisdiction of any state or federal court having subject matter jurisdiction in the County of New York, State of New York for any action relating to this Trademark Application Assignment and irrevocably waive their right to contest venue in any such courts. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The successful party in any action seeking enforcement of this Trademark Application Assignment shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the other party.

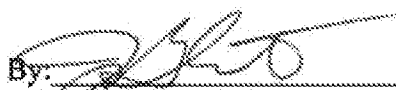
* * * * *

IN WITNESS WHEREOF, the parties have caused this Trademark Application Assignment to be executed as of the date first written above by their duly authorized representatives.

GE ANTARES CAPITAL CORP.
("Assignor")


By: _____
Name: Annie Portolot
Title: Duly Authorized Signatory

ANTARES CAPITAL LP ("Assignee")

By: 

Name: John G. Martin

Title:

Schedule A

Trademark Application

No.	Mark	Serial No.	Application Date
1.	ANTARES	86,646,907	June 1, 2015

Schedule A