

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP as successor in interest to General Electric Capital Corporation		11/30/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Trilogy Glass and Packaging, Inc.		
Street Address:	6 City Place Drive		
Internal Address:	Suite 1000		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3940305	TRILOGY	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	212-859-8000		
Email:	alana.berrocal@friedfrank.com		
Correspondent Name:	Alana Berrocal		
Address Line 1:	1 New York Plaza		
Address Line 2:	26th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	10026-284 [7565]		
NAME OF SUBMITTER:	Alana Berrocal		
SIGNATURE:	/alana berrocal/		
DATE SIGNED:	11/30/2016		
Total Attachments: 3			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 30, 2016, by ANTARES CAPITAL LP, as successor in interest to General Electric Capital Corporation, in its capacity as Agent (“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).

W I T N E S S E T H:

WHEREAS, Trilogy Glass and Packaging, Inc., a California corporation (“Grantor”) and Secured Party are parties to that certain Trademark Security Agreement dated as of December 30, 2011 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks 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 January 3, 2012, at Reel 4690, Frame 0290;

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 releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark license and all of the goodwill of the business connected with the use of and symbolized by, each Trademark license, and;


(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license .

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.

[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: Joseph W Keffer
Title: Duly Authorized Signatory

SCHEDULE 1

U.S. Trademark Registrations

Mark	Registration Number	Registration Date
TRILOGY	3940305	4/5/11

Trademark Release and Reassignment

RECORDED: 11/30/2016

**TRADEMARK
REEL: 005931 FRAME: 0794**