

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		03/03/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Systems, Inc.		
Street Address:	W194 N11481 McCormick Drive		
City:	Germantown		
State/Country:	WISCONSIN		
Postal Code:	53022		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4571616	TPR	
Registration Number:	4274396	MCGUIRE	
Registration Number:	4274397	MCGUIRE	
Registration Number:	4185492	CENTRAAIR	
Registration Number:	3643370	CENTRAPOWER	
Registration Number:	3540199	POWERHOLD	
Registration Number:	3542632	POWERSTOP	
Registration Number:	3364490	HOLD-TITE	
Registration Number:	3364492	STOP-TITE	
Registration Number:	2959471	POWERAMP	
Registration Number:	1801388	NEVERLIFT	
Registration Number:	1711175	DLM	
Registration Number:	1512364	POWERHOLD	
Registration Number:	1415397	POWERHOOK	
Registration Number:	1312053	CLEANPIT	
Registration Number:	1006596	AUTODOK	
CORRESPONDENCE DATA			
Fax Number:	3129021061		

TRADEMARK

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.

Phone: 3125778518
Email: rebecca.dyson@kattenlaw.com
Correspondent Name: Rebecca Dyson
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	rebecca dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	03/03/2017

Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 3, 2017, by Antares Capital LP, in its capacity as collateral agent ("Agent") pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

W I T N E S S E T H:

WHEREAS, Systems, Inc., a Wisconsin corporation ("Grantor") and Agent were parties to that certain Trademark Security Agreement dated as of May 6, 2016 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 6, 2016 at Reel 5789, Frame 0130;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

1. Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the "Trademark Collateral"):

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

(b) all renewals and extensions of the foregoing;

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

(d) 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. Agent hereby reassigns, grants and conveys to Grantor, both for itself and as successor-in-interest to Services, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

ANTARES CAPITAL LP, as Agent



By: _____

Name: Kyle Wilson

Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT**

Trademark	Application No.	Application Date	Registration No.	Registration Date	Registered Owner
TPR	86131110	11/27/13	4571616	7/22/14	Systems, Inc.
MCGUIRE	85505941	12/29/11	4274396	1/15/13	Systems, Inc.
MCGUIRE	85505946	12/29/11	4274397	1/15/13	Systems, Inc.
CENTRAAIR	85457169	10/26/11	4185492	8/7/12	Systems, Inc.
CENTRAPOWER	77624696	12/2/08	3643370	6/23/09	Systems, Inc.
POWERHOLD	77455693	4/23/08	3540199	12/2/08	Systems, Inc.
POWERSTOP	77276857	9/11/07	3542632	12/9/08	Systems, Inc.
HOLD-TITE	77087082	1/19/07	3364490	1/8/08	Systems, Inc.
STOP-TITE	77087084	1/19/07	3364492	1/8/08	Systems, Inc.
POWERAMP	78314428	10/16/03	2959471	6/7/05	Systems, Inc.
NEVERLIFT	74168822	5/21/91	1801388	10/26/93	Systems, Inc.
DLM	74134299	1/15/91	1711175	9/1/92	Systems, Inc.
POWERHOLD	73721353	4/8/88	1512364	11/15/88	Systems, Inc.
POWERHOOK	73560264	9/26/85	1415397	10/28/86	Systems, Inc.
CLEANPIT	73413270	2/11/83	1312053	1/1/85	Systems, Inc.
AUTODOK	72452834	3/28/73	1006596	3/11/75	Systems, Inc.