# CH \$90.00 3954

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM432847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		06/13/2017	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	RUPARI FOOD SERVICES, INC.
Street Address:	1208 WEST NEWPORT CENTER DRIVE, SUITE 100
City:	DEERFIELD BEACH
State/Country:	FLORIDA
Postal Code:	33442
Entity Type:	Corporation: FLORIDA

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3954371	RUPARI
Registration Number:	3950862	RUPARI
Registration Number:	3824597	BUTCHER'S PRIME

### **CORRESPONDENCE DATA**

Fax Number:

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:** 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:	217555-00068
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	06/27/2017

**Total Attachments: 3** 

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TRADEMARK REEL: 006092 FRAME: 0592

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 13, 2017, by Antares Capital LP, as assignee of General Electric Capital Corporation, as Administrative Agent (in such capacity, "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).

### WITNESSETH

WHEREAS, Rupari Food Services, Inc. ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of July 1, 2011 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined below) 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 United States Patent and Trademark Office on July 1, 2011 at Reel 4574, Frame 0749;

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, to and under the following (collectively the "Trademark Collateral"):
  - (i) all of its Trademarks and all IP Licenses providing for the grant by or to each Grantor of any right under any Trademark, listed on <u>Schedule 1</u> hereto (collectively, the "<u>Trademarks</u>"); and
    - (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.

[Signature Page Follows]

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TRADEMARK REEL: 006092 FRAME: 0593 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 CAPPTAL LP, #8 Administrative Agent

By: John Drywan Signatory
Titley Daty Authorized Signatory

# SCHEDULE 1

8/27/10	3954371	5/3/11	Rupari Food Services, Inc.
		w. w. r. k	Rupais 1000 Del trees, inc.
8/27/10	3950862	4/26/11	Rupari Food Services, Inc.
12/13/09	3824597	7/27/10	Rupari Food Services, Inc.
			333002

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RECORDED: 06/27/2017