Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM485409

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

TRADEMARK ASSIGNMENT COVER SHEET

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		08/09/2018	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Washing Systems, LLC		
Street Address:	167 Commerce Drive		
City:	Loveland		
State/Country:	ОНЮ		
Postal Code:	45140		
Entity Type:	Limited Liability Company: OHIO		

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	4239346	PROTEUS
Registration Number:	4226510	PROTEUS
Serial Number:	87368772	INNOVATION AT WORK
Serial Number:	87804758	ENLITE
Serial Number:	87804770	MOTION
Serial Number:	87808168	TRUPATH
Registration Number:	4034943	WASH-EYE
Registration Number:	3673993	ELEMENT
Registration Number:	1637343	WSI-NOTICE
Registration Number:	1624375	WSI-IMAGE
Registration Number:	1624374	WSI-CHOICE
Registration Number:	1621934	WSI

### **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:** 214-978-3000

**Email:** dallastrademarks@bakermckenzie.com

Correspondent Name: Mery Y. Pimentel

TRADEMARK

REEL: 006408 FRAME: 0524

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	1900 North Pearl Street, Suite 1500 Dallas, TEXAS 75201			
ATTORNEY DOCKET NUMBER:	10036433-50482214			
NAME OF SUBMITTER:	Mery Y. Pimentel			
SIGNATURE:	/Mery Y. Pimentel/			
DATE SIGNED:	08/09/2018			
Total Attachments: 6				
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# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this "Release"), dated as of August 9, 2018, is made by Antares Capital LP, as administrative agent (in such capacity, "Agent"), in favor of Washing Systems, LLC, an Ohio limited liability company ("Grantor"), as follows:

### WITNESSETH:

WHEREAS, reference is made to the Loan and Security Agreement dated as of November 30, 2015 (as amended, restated, supplemented or otherwise modified to date, the "Loan Agreement"), by and among the Grantor, as borrower, the Lenders from time to time party thereto, and the Agent;

WHEREAS, pursuant to the Loan Agreement, a lien on and security interest in (the "Security Interest") certain collateral, including the Intellectual Property Collateral (as hereinafter defined), was granted by Grantor to the Agent for the benefit of the Secured Parties (as defined in the Loan Agreement); and for the purpose of recording such Security Interest with respect to the Intellectual Property Collateral with the United States Patent and Trademark Office, the Grantor entered into that certain Intellectual Property Security Agreement dated as of November 30, 2015, (the "IP Security Agreement"), in favor of the Agent for the benefit of the Secured Parties;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 1, 2016 at Reel 5720, Frame 0210 and in the Patent Division of the United States Patent and Trademark Office on February 1, 2016 at Reel 037630, Frame 0127; and

WHEREAS, the requirements for release of the security interest granted in the Intellectual Property Collateral have been met, and the Agent now desires to terminate and release, on behalf of itself and the Secured Parties, the entirety of its Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. <u>Definitions</u>. The term "<u>Intellectual Property Collateral</u>," as used herein, means all of the Grantor's right, title, and interest in, to, and under trademarks and registrations and applications for trademarks, including, without limitation, those listed on <u>Schedule I</u> annexed hereto (together with the goodwill of the business symbolized thereby), patents and patent applications, including, without limitation, those listed on <u>Schedule II</u> annexed hereto, copyrights, intellectual property licenses, and all products and proceeds thereof. Capitalized terms not defined herein have the meanings set forth in the Loan Agreement and IP Security Agreement, as applicable.

- 2. Release of Security Interest. Agent, on behalf of itself and on behalf of all Secured Parties as their agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes, and discharges, in its entirety, for the benefit of Grantor and its successors, and the successors-in-interest and assigns to the Intellectual Property Collateral, all liens on and security interests of Agent or any Secured Parties in each case arising under the Loan Documents in and to the Intellectual Property Collateral, and any and all right, title and interest of the Agent and the Secured Parties in, to, and under the Intellectual Property Collateral shall hereby terminate, cease and become void.
- 3. <u>Recordation</u>. Grantor authorizes and requests that the Commissioner for Trademarks and Commissioner for Patents at the U.S. Patent and Trademark Office, the Canadian Intellectual Property Office, and any other appropriate agency record this Release.
- 4. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.
- 5. <u>Further Assurances</u>. From time to time after the date hereof, upon Grantor's reasonable request, or upon the reasonable request of Grantor's successors, assigns or other legal representatives, Agent agrees to provide Grantor or its successors, and the successors-in-interest and assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of the liens and security interests of Agent and the Secured Parties in the Intellectual Property Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).
- 6. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Rights by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP, as Agent

Muya. gaede

By: \_\_\_\_\_
Name: Mary Gaede

Title: Duly Authorized Signatory

**REEL: 006408 FRAME: 0528** 

# **SCHEDULE 1**

		<b>Application</b>	Application	Registration	Registration	
Jur.	<u>Mark Name</u>	Number	<u>Date</u>	Number	<u>Date</u>	<u>Owner</u>
CA	SPECTRUM	1062072	06/05/2000	TMA577958	03/24/2003	Washing Systems, LLC
US	WSI and Design	74/026,322	02/06/1990	1,621,934	11/13/1990	Washing Systems, LLC
US	WSI-CHOICE	74/034,447	03/05/1990	1,624,374	11/27/1990	Washing Systems, LLC
US	WSI-IMAGE	74/034,933	03/05/1990	1,624,375	11/27/1990	Washing Systems, LLC
US	WSI-NOTICE	74/061,835	05/23/1990	1,637,343	03/12/1991	Washing Systems, LLC
US	ELEMENT	77/455,783	04/23/2008	3,673,993	08/25/2009	Washing Systems, LLC
US	WASH-EYE	85/256,520	03/03/2011	4,034,943	10/04/2011	Washing Systems, LLC
US	TRUPATH	87/808,168	02/23/2018			Washing Systems, LLC
US	MOTION	87/804,770	02/21/2018			Washing Systems, LLC
US	ENLITE	87/804,758	02/21/2018			Washing Systems, LLC
US	INNOVATION					
	AT WORK	87/368,772	01/23/2018			Washing Systems, LLC
US	PROTEUS	85/245,913	02/18/2011	4,226,510	10/16/2012	Washing Systems, LLC
US	PROTEUS	85/977,414	02/18/2011	4,239,346	11/06/2012	Washing Systems, LLC

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# SCHEDULE II

## **PATENT REGISTRATIONS**

Jur.	Serial Number	Application Date	Patent Number	Issue/Grant Date	Title	Owner
CA	2848673	4/9/2014	2848673	5/31/2016	Method of Laundering Industrial Garments	Washing Systems, LLC
CA	14169320.0	12/10/2015			Process to Produce Hygenically Clean Textile	Washing Systems, LLC
US	09/954,826	09/18/2001	6,555,512	04/29/2003	Peroxide Containing Liquid Laundry Formulation	Washing Systems, LLC
US	09/324,313	06/02/1999	6,240,585	06/05/2001	Method of Treating Wastewater From Industrial Laundries	Washing Systems, LLC
US	11/656,054	01/22/2007	7,628,823	12/08/2009	Method of Testing for ATP Load in Commercial Laundry and for Data Tracking the Results	Washing Systems, LLC
US	12/015,797	01/17/2008	7,871,444	01/18/2011	Method of Testing for ATP Load in Commercial Laundry and for Data Tracking the Results	Washing Systems, LLC
US	14/228,915	03/28/2014			Method of Laundering Industrial Garments	Washing Systems, LLC
US	14/571,394	12/16/2014			Process to Produce Hygenically Clean Textile	Washing Systems, LLC
US	13/716,980	12/17/2012	9,133,419	09/15/2015	Reduction or Removal of Chlorhexidine and/or Avobenzone from Fabric Materials	Washing Systems, LLC
EPO	14169320.0	5/21/2014			Method of Laundering Industrial Garments	Washing Systems, LLC
EPO	15813674.7	12/10/2015			Process to Produce Hygenically Clean Textile	Washing Systems, LLC
EPO	8724606.2	1/18/2008	2155896	6/29/2011	Method of Testing For ATP Load in Commercial Laundry and for Data Tracking the	Washing Systems, LLC

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		Results	

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**RECORDED: 08/09/2018**