

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		07/09/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Home Franchise Concepts, LLC		
Street Address:	19000 MacArthur Blvd., Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3423020	HFC HOME FRANCHISE CONCEPTS DISTINCTIVE	
Registration Number:	3370616	HOME FRANCHISE CONCEPTS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	07/09/2018		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 9, 2018, by ANTARES CAPITAL LP, as Agent (“**Secured Party**”) in favor of Home Franchise Concepts, LLC, a California limited liability company (“**Grantor**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Guaranty and Security Agreement (as defined in the Security Agreement), as applicable.

WITNESSETH:

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor executed that certain Trademark Security Agreement dated as of November 30, 2015 (the “**Security Agreement**”) pursuant to which the 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 United States Patent and Trademark Office on November 30, 2015, at Reel 5678, Frame 0100; and

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, on behalf of itself and the Lenders and the L/C Issuers, hereby terminates, cancels, releases and discharges its security interest in, and Lien on, all of Grantor’s right, title and interest in and to the following (collectively the “**Trademark Collateral**”):

(a) all of its Trademarks (other than Excluded Property), including, without limitation, the Trademarks 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, violation or other impairment thereof.

2. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral, together with the goodwill of the business connected with the use thereof and symbolized thereby.

3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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: Rich Davidson
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Type	Status	Jurn	SN/RN
Home Franchise Concepts, Inc.	HFC HOME FRANCHISE CONCEPTS DISTINCTIVE BRANDS. PURE VISION.	Logo	Registered	US	3423020
Home Franchise Concepts, Inc.	HOME FRANCHISE CONCEPTS	Word	Registered	US	3370616

2. TRADEMARK APPLICATIONS

None.