

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, AS ADMINISTRATIVE AGENT		08/27/2018	Public Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Maxwell Chase Technologies, LLC		
Street Address:	125 Westlake Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30336		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4643247	ICE WRAP	
Registration Number:	4479770	FRESH-R-PAX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Lauren G. Grau		
SIGNATURE:	/s/ Lauren G. Grau		
DATE SIGNED:	08/31/2018		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Release”) is made as of August 27, 2018, by **Barclays Bank PLC**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), in favor of **Maxwell Chase Technologies, LLC**, a Georgia limited liability company (the “Grantor”) pursuant to that certain Intellectual Property Security Agreement, dated as of June 10, 2016, (the “Intellectual Property Security Agreement”) by and among the Grantor and certain lenders, and Barclays Bank PLC, as Administrative Agent.

WHEREAS, the Grantor, among others, certain lenders and Barclays Bank PLC, as Administrative Agent and swingline lender, are parties to a Credit Agreement, dated as of January 29, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) a Security Agreement, dated as of January 29, 2015 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), entered into between, among others, the Grantor and the Administrative Agent and (ii) certain other Security Agreement Documents (including the Intellectual Property Security Agreement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Administrative Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral;

WHEREAS, capitalized terms not otherwise defined in this Release shall have the meanings set forth in the Intellectual Property Security Agreement;

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under all of the Intellectual Property Collateral, whether then owned or existing or thereafter acquired or arising, including (a) each U.S. Trademark which is registered or the subject of an application for registration with the United States Patent and Trademark Office, owned by the Grantor, including, without limitation, each U.S. Trademark registration and application listed on Schedule A attached hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such U.S. Trademark; (b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any U.S. Trademark owned by the Grantor (including, without limitation, any U.S. Trademark identified in Schedule A hereto) or for the goodwill associated with any of the foregoing; and (c) all causes of action arising prior to or after the date hereof for infringement of any of the U.S. Trademarks or unfair competition regarding the same;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 05830, Frame 0992 on June 13, 2016; and

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest in the Intellectual Property Collateral, and to reconvey any and all rights in the Intellectual Property Collateral to the Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates, releases, relinquishes and discharges, with respect to the Grantor, any and all of its lien on and security interest in and to all of the Grantor's right, title, and interest in, to and under the Intellectual Property Collateral, and (b) assigns, transfers and conveys to the Grantor any and all right, title or interest it may have in such Intellectual Property Collateral, including all of the goodwill of the business connected with the use of, or symbolized by, such Intellectual Property Collateral.

The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Intellectual Property Collateral. The Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Intellectual Property Collateral that had been granted under the Intellectual Property Security Agreement.

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

The Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Authorized Signatory

Signature Page to Release of Security Interest in Trademark Collateral

TRADEMARK
REEL: 006437 FRAME: 0835

SCHEDULE A

Trademark	Country	Registration No.	Registration Date
Ice Wrap®	US	4,643,247	11/25/2014
Fresh-R-Pax ®	US	4,479,770	2/11/2014