

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		11/21/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Michael C. Fina Corporate Sales, Inc.		
Street Address:	1500 Halo Way		
City:	Sterling		
State/Country:	ILLINOIS		
Postal Code:	61081		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4504211	MICHAEL C. FINA	
Registration Number:	4395136	DIAMOND DASH DASH FOR A DIAMOND & A CURE	
Registration Number:	2253512	MICHAEL C. FINA	
Registration Number:	1728472	MICHAEL C. FINA	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
	<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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com, USTRademarkmail@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	105444-3674-006		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	11/29/2018		
Total Attachments: 4			

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SECOND LIEN TRADEMARK RELEASE AND REASSIGNMENT

THIS SECOND LIEN TRADEMARK RELEASE AND REASSIGNMENT (this “Second Lien Trademark Release”) is made as of November 21, 2018, by ANTARES CAPITAL LP in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, “Second Lien Collateral Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Second Lien Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, MICHAEL C. FINA CORPORATE SALES, INC., a New York corporation (“Grantor”) and Second Lien Collateral Agent, among others, are parties to (i) that certain Second Lien Pledge and Security Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) and (ii) that certain Second Lien Trademark Security Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Second Lien Trademark Security Agreement”), pursuant to which Grantor granted a security interest to Second Lien Collateral Agent in certain Trademark Collateral (as defined in the Second Lien Trademark Security Agreement) as security for certain obligations owing by Grantor to Second Lien Collateral Agent (on behalf of the Secured Parties), including certain Trademark Collateral set forth on Schedule A hereto (the “Specified Trademarks”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on July 18, 2018, at Reel/Frame 6384/0321; and

WHEREAS, Grantor has requested that Second Lien Collateral Agent terminate and release its security interest in and liens on the Specified Trademarks 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. Second Lien Collateral Agent hereby terminates, releases and discharges, without any representation, recourse or undertaking by Second Lien Collateral Agent, its continuing security interest in and liens on Grantor’s entire right, title and interest in and to the Specified Trademarks.
2. Second Lien Collateral Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Second Lien Collateral Agent, any and all of Second Lien Collateral Agent’s right, title and interest in and to the Specified Trademarks.
3. Second Lien Collateral Agent authorizes and requests that the USPTO and any applicable government officer record this Second Lien Trademark Release.
4. Second Lien Collateral Agent shall take all further actions and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Second Lien Trademark Release, at Grantor’s sole expense, and without representation or warranty by Second Lien Collateral Agent.

5. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Release, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post judgment interest).

6. This Second Lien Trademark Release may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same document.

[Signature Page Follows]

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

ANTARES CAPITAL LP,
as Second Lien Collateral Agent

By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

SCHEDULE A

Specified Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Grantor
MICHAEL C. FINA	85860813	2/26/13	4504211	4/1/14	Michael C. Fina Corporate Sales, Inc.
DIAMOND DASH DASH FOR A DIAMOND & A CURE PRESENTED BY MICHAEL C. FINA	85771881	11/5/12	4395136	9/3/13	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	75473748	4/24/98	2253512	6/15/99	Michael C. Fina Corporate Sales, Inc.
MICHAEL C. FINA	74246956	2/18/92	1728472	10/27/92	Michael C. Fina Corporate Sales, Inc.