# CH \$615.00 331234

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM516065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Agent		03/26/2019	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SNYDER INDUSTRIES, INC.
Street Address:	P.O. Box 4583
Internal Address:	4700 Fremont St.
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68504
Entity Type:	Corporation: NEBRASKA
Name:	SNYDER PRODUCTS, LLC
Street Address:	c/o Snyder Industries, Inc.
Internal Address:	P.O. Box 4583, 4700 Fremont St.
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68504
Entity Type:	Limited Liability Company: ILLINOIS
Name:	NORWESCO, INC.
Street Address:	c/o Snyder Industries, Inc.
Internal Address:	P.O. Box 4583, 4700 Fremont St.
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68504
Entity Type:	Corporation: MINNESOTA

# **PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark		
Registration Number:	3312344	BONAR PLASTICS		
Registration Number:	3332635	MONSTERCOMBO		
Registration Number:	3610030	MONSTERCOMBO		
Registration Number:	1913345	PAYLOADER		
	•	IRADEMARK		

900491330 REEL: 006601 FRAME: 0257

Property Type	Number	Word Mark			
Registration Number:	2288352	POLAR			
Registration Number:	3337156	POLAR MERCHANDISER			
Registration Number:	3765059	PRO-KUBE			
Registration Number:	1614904	RE-BOX			
Registration Number:	2022749	THE BONAR BOX			
Registration Number:	2553068	TWO-CAN			
Registration Number:	2553071	TWO-CAN THE ORIGINAL SPLIT CONTAINER AUT			
Registration Number:	2373478	MEGATAINER			
Registration Number:	4106868	SANI-BOX			
Registration Number:	4106880	SANI-PALLET			
Registration Number:	2044613	ULTRATAINER			
Registration Number:	1828033	NORWESCO			
Registration Number:	1828032	NW			
Registration Number:	1844970	STRATIS			
Registration Number:	2173353	DECK-LOK			
Registration Number:	3751468	ROTONICS			
Registration Number:	3535837	THERMOPALLET			
Registration Number:	1275947	ROTO BUOY			
Registration Number:	4818884	TRAY-LOK			
Registration Number:	4827673	SPIDER TANK			

### CORRESPONDENCE DATA

**Fax Number:** 2125562222

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:** 2127905315

Email: dnelson@kslaw.com

Correspondent Name: Danielle Nelson c/o King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 2: FL 35

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	23743.009009	
NAME OF SUBMITTER:	Danielle Nelson	
SIGNATURE:	/s/ Danielle Nelson	
DATE SIGNED:	03/26/2019	

### **Total Attachments: 6**

source=Antares-Tank - Termination and Release of Security Interest in Trademarks#page1.tif source=Antares-Tank - Termination and Release of Security Interest in Trademarks#page2.tif source=Antares-Tank - Termination and Release of Security Interest in Trademarks#page3.tif source=Antares-Tank - Termination and Release of Security Interest in Trademarks#page4.tif

source=Antares-Tank - Termination and Release of Security Interest in Trademarks#page5.tif source=Antares-Tank - Termination and Release of Security Interest in Trademarks#page6.tif

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release"), dated as of March 26, 2019, is made by ANTARES CAPITAL LP, as administrative agent and collateral agent (the "Agent"), successor by assignment from GENERAL ELECTRIC CAPITAL CORPORATION (the "Retired Agent"), in favor of SNYDER INDUSTRIES, INC., SNYDER PRODUCTS, LLC, and NORWESCO, INC. (each individually, a "Grantor" and collectively, the "Grantors") as follows:

## WITNESSETH

WHEREAS, pursuant to (i) the Trademark Security Agreement, dated as of July 9, 2012 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time), by and among Snyder Industries, Inc., Snyder Products, LLC, Norwesco, Inc. and the Retired Agent, and recorded with the United States Patent and Trademark Office (the "USPTO") on July 11, 2012 at Reel 4819, Frame 0627, and (ii) the Trademark Security Agreement, dated as of March 16, 2015, by and among Snyder Industries, Inc. and the Retired Agent, and recorded with the USPTO on March 16, 2015 at Reel 005478, Frame 0877 (each a "Trademark Security Agreement" and collectively, the "Trademark Security Agreements"), the Grantors granted to the Agent a security interest in and to all of Grantors' right, title and interest in their United States trademarks, trademark registrations and trademark applications including those set forth on Schedule A attached hereto (collectively "the "Trademark Collateral");

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time, the "Assignment of Intellectual Property Security Agreement"), by and among the Retired Agent and the Agent, and recorded with the USPTO on August 21, 2015, at Reel 5607, Frame 0341, the Retired Agent assigned and transferred to the Agent, all of its rights, title and interest in and to the Trademark Security Agreements; and

**WHEREAS**, the Grantor and the Agent desire that the Agent terminate and release its security interest in the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, without recourse, representation, warranty or other assurance of any kind by the Agent (express or implied) as to the Agent's rights in any Trademarks, the condition or value of any Trademarks, or any other matter, terminates, discharges and releases its continuing security interest and lien in all right, title and interest in to, and under the Trademark Collateral pursuant to the Assignment of Intellectual Property Security Agreement and the Trademark Security Agreements, and reassigns any and all security interests that it may have therein to the Grantor. The Agent hereby authorizes the Grantor or the Grantor's authorized representatives to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to order to memorialize the release of any security interest of the Agent in the Trademark Collateral pursuant to the Assignment of Intellectual Property Security Agreement and the Trademark Security Agreements.

1

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[SIGNATURE PAGE FOLLOWS]

2

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

ANTARES CAPITAL LP,

as the Agent

Title: Duly Authorized Signatory

Danul attais

# SCHEDULE A

# RELEASED TRADEMARKS

Trademark/Image if any	Country	Application Number Application Date	Registration Number Registration Date	Owner
BONAR PLASTICS	United States	78912339 6/20/2006	3312344 10/16/2007	Snyder Industries, Inc.
MONSTERCOMBO	United States	78889194 5/22/2006	3332635 11/6/2007	Snyder Industries, Inc.
MONSTERCOMBO  MonsterCombo	United States	77429925 3/24/2008	3610030 4/21/2009	Snyder Industries, Inc.
PAYLOADER	United States	74359857 2/17/1993	1913345 8/22/1995	Snyder Industries, Inc.
POLAR	United States	75121220 6/18/1996	2288352 10/26/1999	Snyder Industries, Inc.
POLAR MERCHANDISER	United States	78875331 5/3/2006	3337156 11/13/2007	Snyder Industries, Inc.
PRO-KUBE	United States	77666257 2/9/2009	3765059 3/23/2010	Snyder Industries, Inc.
RE-BOX	United States	73829561 10/5/1989	1614904 9/25/1990	Snyder Industries, Inc.
THE BONAR BOX	United States	74466788 12/6/1993	2022749 12/17/1996	Snyder Industries, Inc.
TWO-CAN	United States	75565914 10/6/1998	2553068 3/26/2002	Snyder Industries, Inc.

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

DMSLIBRARY01\33987954.v5

			Registration	
		Application	Number	
Trademark/Image		Number	Registration	
if any	Country	Application Date	Date	Owner
TWO-CAN THE ORIGINAL	United States	75567178	2553071	Snyder
SPLIT CONTAINER		10/9/1998	3/26/2002	Industries,
AUTOMATED RE CYCLING				Inc.
SYSTEM				
TWO CAN				
MECATAINED	United States	75447703	2272479	Carridge
MEGATAINER	United States	/3447/03	2373478	Snyder Industries,
		3/10/1998	8/1/2000	Inc.
SANI-BOX	United States	85303663	4106868	Snyder
		4/25/2011	2/28/2012	Industries,
			_,_,_,	Inc.
SANI-PALLET	United States	85312135	4106880	Snyder
		5/4/2011	2/28/2012	Industries,
				Inc.
ULTRATAINER	United States	74652143	2044613	Snyder
		3/27/1995	3/11/1997	Industries,
				Inc.
NORWESCO	United States	74354066	1828033	Norwesco,
		2/1/1993	3/29/1994	Inc.
NW	United States	74354065	1828032	Norwesco,
		2/1/1993	3/29/1994	Inc.
STRATIS	United States	74277021	1844970	Snyder
		5/19/1992	7/12/1994	Products,
				LLC
DECK-LOK	United States	75009537	2173353	Snyder
		10/24/1995	7/14/1998	Products,
ROTONICS	United States	77707408	3751468	LLC
ROTONICS	United States	4/6/2009		Snyder
		4/6/2009	2/23/2010	Products, LLC
THERMOPALLET	United States	77022875	3535837	Snyder
		10/17/2006	11/25/2008	Products,
				LLC
ROTO BUOY	United States	73407083	1275947	Smider
ROTO BUOY	Omied States	12/23/1982	5/1/1984	Snyder Products,
		12/23/1902	J/1/190 <del>4</del>	LLC
*****				
**				
		<u> </u>		

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

DMSLIBRARY01\33987954.v5

Trademark/Image if any	Country	Application Number Application Date	Registration Number Registration Date	Owner
TRAY-LOK  TRAY-LOK	United States	86249648 4/11/2014	4818884 09/22/2015	Snyder Industries, Inc.
SPIDER TANK SPIDER TANK	United States	86125380 11/13/2013	4827673 10/06/15	Snyder Industries, Inc.

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

DMSLIBRARY01\33987954.v5

**RECORDED: 03/26/2019**