

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516563

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		03/29/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	101Mobility, LLC		
Street Address:	5521 Oleander Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28403		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4425001	101 MOBILITY	
Registration Number:	3701393	101 MOBILITY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3125778467		
Email:	rebecca.paul@kattenlaw.com		
Correspondent Name:	Rebecca A. Paul c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Rebecca A. Paul		
SIGNATURE:	/Rebecca A. Paul/		
DATE SIGNED:	03/29/2019		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 29, 2019, by ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), as Agent (“Secured Party”), in favor of 101Mobility, LLC, a North Carolina limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications (“Trademarks”) pursuant to (i) that certain Guaranty and Security Agreement dated as of July 20, 2012 (as amended, restated or otherwise modified prior to the date hereof, the “Guaranty and Security Agreement”) by and among Grantor, Secured Party and the other “Grantors” party thereto and (ii) that certain Trademark Security Agreement dated as of May 22, 2013 (the “Trademark Security Agreement”) by and among Grantor and Secured Party;

WHEREAS, the Trademark Security Agreement granted to General Electric Capital Corporation was recorded by the United States Patent and Trademark Office on May 23, 2013, at Reel 5034, Frame 0367;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Antares Capital LP was recorded by the Trademark Division of the United States Patent and Trademark Office on September 3, 2015 at Reel 5616, Frame 0457; 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 and all IP Licenses included in the Collateral, including, without limitation, those 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, dilution, 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.

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, as Agent

By: 
Name: Vince Di Grande
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	Status
101 MOBILITY	85868304	3/6/13	4425001	10/29/13	101Mobility, LLC	Registered
101 MOBILITY	77709474	4/8/09	3701393	10/27/09	101Mobility, LLC	Registered

2. IP LICENSES

License Agreement, dated March 1, 2010, by and between 101 Mobility, LLC, a North Carolina limited liability company, and 101 Mobility Franchise Systems, LLC, a North Carolina limited liability company.