TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516589

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:	PARAGON FILMS, INC.
Street Address:	3500 W. Tacoma Street N.
City:	Broken Arrow
State/Country:	OKLAHOMA
Postal Code:	74012
Entity Type:	Corporation: OKLAHOMA

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	87177914	PURE LAYER
Serial Number:	86902329	NEXUS FORCE
Serial Number:	85886285	CREATE. CONNECT. INSPIRE.
Serial Number:	85880901	PARAGONU
Serial Number:	85880918	U
Serial Number:	85880354	PARAGON FILMS FOR CHRIST CHARITABLE TRUS
Serial Number:	85816987	
Serial Number:	85721085	NEXUS MACHINE FILM
Serial Number:	85721011	COLD FORCE MACHINE FILM
Serial Number:	85721044	FORCE V MACHINE FILM
Serial Number:	85721060	GLOBAL FORCE MACHINE FILM
Serial Number:	85721122	SPARTAN HANDFILM
Serial Number:	85721152	TORQUE MACHINE FILM
Serial Number:	85721188	TORQUE HANDFILM
Serial Number:	85721217	ULTIMATE FORCE MACHINE FILM
Serial Number:	85383108	M80
Serial Number:	85311071	SPARTAN HIGH PERFORMANCE SOURCE REDUCTIO
Serial Number:	85311176	TORQUE
Serial Number:	77964108	COLD FORCE

CH $890.00 87177914

Property Type	Number	Word Mark
Serial Number:	77917078	COLD FORCE
Registration Number:	4400416	NEXUS
Registration Number:	4032201	M80
Registration Number:	3715045	POWER FORCE
Registration Number:	3714960	GLOBAL FORCE
Registration Number:	3714916	FORCE V
Registration Number:	3718149	TORQUE
Registration Number:	3714913	FORCE FILMS
Registration Number:	3624147	SPARTAN
Registration Number:	3062712	ULTIMATE FORCE
Registration Number:	2567767	EDGE STRETCH FILM
Registration Number:	2742225	EDGE STRETCH FILM
Registration Number:	2660963	GLOBAL WRAP
Registration Number:	1598570	PARAGON
Registration Number:	1598571	FORCE
Registration Number:	1609053	

CORRESPONDENCE DATA

Fax Number: 2129408776

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: 212.940.6562
Email: joanne.arnold@kattenlaw.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten Muchin Rosenman LLP
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
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 Agent ("Secured Party"), in favor of Paragon Films, Inc., an Oklahoma corporation ("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.

W I T N E S S E T H:

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor executed that certain Trademark Security Agreement dated as of December 9, 2016 (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 December 9, 2016, at Reel 5945, Frame 0325; 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 providing for the grant by or to such Grantor of any right under any Trademark, 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

(c) 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]

TRADEMARK
REEL: 006604 FRAME: 0455

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: Vincent Dilch
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
PURE LAYER	87177914	9/21/16	N/A	N/A
NEXUS FORCE	86902329	2/9/16	N/A	N/A
CREATE. CONNECT. INSPIRE.	85886285	3/26/13	4614558	9/30/14
PARAGONU	85880901	3/20/13	4388240	8/20/13
U	85880918	3/20/13	4388241	8/20/13
PARAGON FILMS FOR CHRIST CHARITABLE TRUST	85880354	3/19/13	4388239	8/20/13
Design Only	85816987	1/7/13	4391531	8/27/13
NEXUS MACHINE FILM	85721085	9/5/12	4475855	1/28/14
COLD FORCE MACHINE FILM	85721011	9/5/12	4463700	1/7/14
FORCE V MACHINE FILM	85721044	9/5/12	4475853	1/28/14
GLOBAL FORCE MACHINE FILM	85721060	9/5/12	4475854	1/28/14
SPARTAN HANDFILM	85721122	9/5/12	4475856	1/28/14
TORQUE MACHINE FILM	85721152	9/5/12	4475858	1/28/14
TORQUE HANDFILM	85721188	9/5/12	4467385	1/14/14
ULTIMATE FORCE MACHINE FILM	85721217	9/5/12	4463701	1/7/14
M80	85383108	7/28/11	4231033	10/23/12

Mark	Application No.	Application Date	Registration No.	Registration Date
SPARTAN HIGH PERFORMANCE SOURCE REDUCTION	85311071	5/3/11	4110259	3/6/12
TORQUE	85311176	5/3/11	4067125	12/6/11
COLD FORCE	77964108	3/20/10	3975560	6/7/11
COLD FORCE	77917078	1/21/10	3945654	4/12/11
NEXUS	77907576	1/8/10	4400416	9/10/13
M80	77892437	12/14/09	4032201	9/27/11
POWER FORCE	77725745	4/30/09	3715045	11/24/09
GLOBAL FORCE	77724838	4/29/09	3714960	11/24/09
FORCE V	77724278	4/28/09	3714916	11/24/09
TORQUE	77724226	4/28/09	3718149	12/1/09
FORCE FILMS	77724255	4/28/09	3714913	11/24/09
SPARTAN	77398666	2/15/08	3624147	5/19/09
ULTIMATE FORCE	78500072	10/14/04	3062712	2/28/06
EDGE STRETCH FILM	75537053	8/17/98	2567767	5/7/02
EDGE STRETCH FILM	75537272	8/17/98	2742225	7/29/03
GLOBAL WRAP	74590718	10/26/94	2660963	12/17/02
PARAGON	73833468	10/23/89	1598570	5/29/90
FORCE	73833469	10/23/89	1598571	5/29/90
Design Only	73833275	10/23/89	1609053	8/7/90