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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547429

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING IV TRUST, AS SUCCESSOR AGENT		10/08/2019	Statutory Trust: DELAWARE

### **RECEIVING PARTY DATA**

LASERMASTERS LLC
4857 W. VAN BUREN STREET
PHOENIX
ARIZONA
85043
Limited Liability Company: ARIZONA
PHXCO, LLC
4857 W. VAN BUREN STREET
PHOENIX
ARIZONA
85043
Limited Liability Company: ARIZONA

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2695879	SERVICE TODAY
Registration Number:	2235165	PARTS NOW!
Registration Number:	4271104	MAX-LIFE

## **CORRESPONDENCE DATA**

**Fax Number:** 4154391500

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.

**Email:** maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

TRADEMARK REEL: 006783 FRAME: 0799

900521470

ATTORNEY DOCKET NUMBER:	11469-9
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	10/31/2019

# **Total Attachments: 3**

source=2019\_10\_08\_15\_49\_00-c\_MidCap Funding IV Trust\_Trademark Release#page1.tif source=2019\_10\_08\_15\_49\_00-c\_MidCap Funding IV Trust\_Trademark Release#page2.tif source=2019\_10\_08\_15\_49\_00-c\_MidCap Funding IV Trust\_Trademark Release#page3.tif

TRADEMARK REEL: 006783 FRAME: 0800

## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release") is made as of October 8, 2019 ("Effective Date") by MidCap Funding IV Trust, a Delaware statutory trust (the "Successor Agent"), in favor of Lasermasters LLC, an Arizona limited liability company ("LaserMasters"), GPS Holdings, LLC, a Wisconsin limited liability company ("GPS"), and PHXCO, LLC, an Arizona limited liability company ("PHXCO"; PHXCO, LaserMasters, and GPS, collectively, the "Grantors," and, each individually, a "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and among Grantors and Midcap Financial Trust ("Grantee"), dated August 16, 2018 (the "Trademark Security Agreement"), each Grantor reaffirmed its prior grant pursuant to the Credit Agreement and the Other Security Documents (as defined in the Trademark Security Agreement) of, and granted to Grantee, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the United States trademark registrations set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith (the "Released Trademarks");

**WHEREAS,** on or about August 16, 2018, Grantee assigned to MidCap Funding X Trust ("<u>MCFX</u>") all of its rights, remedies, duties and other obligations under the Trademark Security Agreement;

WHEREAS, pursuant to that certain Assignment of Trademark Security Agreement dated as of March 6, 2019, by and between MCFX and Successor Agent (the "Security Interest Assignment"), MCFX assigned its rights, title and interest in and to the Trademark Security Agreement to the Successor Agent;

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on August 16, 2018 at Reel 6416, Frame 0342;

WHEREAS, the Security Interest Assignment was recorded with the United States Patent and Trademark Office on March 8, 2019 at Reel 6585 Frame 0595; and

WHEREAS, the Successor Agent has agreed to terminate, cancel and release any and all security interests it has in the Released Trademarks.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Successor Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has in the Released Trademarks.

Nothing herein is, or shall be deemed, a termination, cancellation, release or other modification of the Successor's security interests in or liens on any of the Trademark Collateral other than the Released Trademarks. Except as to the Released Trademarks, the security interests and liens of the Successor Agent in the Trademark Collateral shall continue in full force and effect as if this Partial Release had not been provided.

TRADEMARK
REEL: 006783 FRAME: 0801

IN WITNESS WHEREOF, the Successor Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

# MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,

its investment manager

By: Apollo Capital Management GP, LLC,

its general partner

By:

Name: Maurice Amsellem

Title: Authorized Signatory

# **SCHEDULE A**

# RELEASED U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner	
Service Today	2,695,879	3/11/2003	PHXCO, LLC	
Parts Now!	2,235,165	3/23/1999	PHXCO, LLC	
Max-Life	4,271,104	1/8/2013	LaserMasters, LLC	

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**RECORDED: 10/31/2019** 

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