# OP \$140.00 883476

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF TRADEMARK SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MONROE CAPITAL MANAGEMENT ADVISORS, LLC		10/31/2019	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	MID-WEST WHOLESALE HARDWARE CO.		
Street Address:	1000 N. Century Avenue		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64120		
Entity Type:	Corporation: DELAWARE		

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	88347615	BANNER SOLUTIONS
Serial Number:	88347612	BANNER SOLUTIONS
Serial Number:	88347606	В
Serial Number:	88347574	BANNER SOLUTIONS
Serial Number:	88347012	В

## **CORRESPONDENCE DATA**

Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1147523 MW
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/

TRADEMARK
REEL: 006784 FRAME: 0319

900521555

DATE SIGNED:	10/31/2019		
Total Attachments: 4			
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# RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of October 31, 2019, is made by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, in its capacity as administrative agent for itself, the Lenders and certain Affiliates of the Lenders (as such terms are defined in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, the "Grantee") in favor of the Grantor (as defined below).

WHEREAS, MID-WEST WHOLESALE HARDWARE CO., a Delaware corporation (the "Grantor"), is a party to (i) that certain Guaranty and Collateral Agreement, dated as of February 9, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other parties thereto and the Grantee, and (ii) that certain Trademark Security Agreement, dated as of May 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by Grantor in favor of Grantee; capitalized terms used but not defined herein will have the meaning given to them in the Security Agreement;

WHEREAS, the Security Agreement and Trademark Security Agreement granted to Grantee, for itself and the ratable benefit of the Lenders and certain Affiliates of the Lenders, a continuing security interest in all right, title and interest of the Grantor in, to and under any then-existing, after-created or after-acquired Trademark or Trademark application, including those listed on Schedule I hereto, together with any renewals or divisions thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office), and all products and Proceeds thereof, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark listed on Schedule I or any Trademark issued pursuant to a trademark application listed on Schedule I hereto (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 3, 2019 at Reel 6659 Frame 0656; and

WHEREAS, Grantee desires to release its rights and security interests in the Trademark Collateral.

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

1. <u>Release</u>. Grantee hereby (i) fully and finally releases, discharges, and terminates, and reassigns to Grantor, without representation or warranty of any kind, (a) its security interest, continuing lien and other rights in, to and under the Trademark Collateral and (b) any and all other rights it may have under the Security Agreement or the Trademark Security Agreement, (ii) agrees that it shall, at the expense of Grantor, execute all other documents and do all other acts reasonably necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby

given and any other filings reasonably necessary to evidence release and termination of its rights under the Security Agreement or the Trademark Security Agreement with respect to the Trademark Collateral.

- 2. <u>Counterparts</u>. This Release may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.
- 3. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

MONROE CAPITAL MANAGEMENT ADVISORS, LLC

By∷

Name; Nathan Harrell

Title: Managing Director

[Signature Page to Release of Trademark Security Agreement]

# **SCHEDULE I**

# TRADEMARK COLLATERAL

TRADEMARK	APPLICATION NO.	ISSUE DATE
<b>Danner</b> solutions	88347615	03/20/19
banner	88347612	03/20/19
5	88347606	03/19/19
BANNER SOLUTIONS	88347574	03/19/19
	88347012	03/19/19

**RECORDED: 10/31/2019**