

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		11/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Control 3, LLC		
Street Address:	12554 Galveston Road, Unit B230		
City:	Webster		
State/Country:	TEXAS		
Postal Code:	77598		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2546233	SUPER FRIENDLY AIR'IT	
Registration Number:	2546229	SUPER FRIENDLY FREEZE'IT	
Registration Number:	4780056	TRACEABLE	
Registration Number:	1990944	TRACEABLE	
Registration Number:	5028225	TRACEABLELIVE	
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:	212-701-3365		
Email:	ECarrera@cahill.com		
Correspondent Name:	Elaine Carrera, Senior Paralegal		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	1148542 TMRel1		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/05/2019		

OP \$140.00 2546233

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 4, 2019 (the “Effective Date”), is made by JEFFERIES FINANCE LLC, in its capacity as Collateral Agent for the Secured Parties (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of March 21, 2017, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent for the Secured Parties, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of August 28, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 29, 2017 at Reel/Frame 6140/0553;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense (to the extent such costs and expenses are reasonable and documented), to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

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


JEFFERIES FINANCE LLC, acting in its capacity as Collateral Agent for the Secured Parties

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to First Lien Trademark Release (Control 3)]

TRADEMARK
REEL: 006788 FRAME: 0040

CONTROL 3, LLC, as Grantor

By: 
Name: Bernd Brust
Title: President and Chief Executive Officer

[Signature Page to First Lien Trademark Release (Control 3)]

Schedule I

**First Lien Trademark Security Agreement recorded August 29, 2017 at Reel/Frame
6140/0553**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registratio n No.</u>	<u>Owner</u>
SUPER FRIENDLY AIRIT	Mar 12 2002	2546233	Control 3, LLC
SUPER FRIENDLY FREEZEIT	Mar 12 2002	2546229	Control 3, LLC
TRACEABLE	Jul 28 2015	4780056	Control 3, LLC
TRACEABLE	Aug 6 1996	1990944	Control 3, LLC
TRACEABLEL IVE	Aug 23 2016	5028225	Control 3, LLC