OP \$40.00 3685282

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM552481

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property Collateral	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		12/09/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Lazer Spot, Inc.
Street Address:	6525 Shiloh Road
Internal Address:	Suite 900
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3685282	LAZER SPOT

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	12/09/2019

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of December 9, 2019, is made by Antares Capital LP, as agent (in such capacity, "Agent"), in favor of Lazer Spot, Inc. (the "Grantor"), as follows:

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement dated as of September 1, 2010, the Amended and Restated Credit Agreement dated as of August 28, 2014, the Second Amended and Restated Credit Agreement, dated as of February 9, 2015 and the Third Amended and Restated Credit Agreement, dated as of May 29, 2019 (each as amended, restated, supplemented or otherwise modified to date, collectively, the "Agreements") by and among the Grantor, the other "Credit Parties" party thereto, the lenders from time to time party thereto and the Agent;

WHEREAS, pursuant to the Agreements, a lien on and security interest (the "<u>Security Interest</u>") in certain collateral, including the IP Collateral (as such term is defined herein) was granted by the Grantor to the Agent;

WHEREAS, for the purpose of recording the Security Interest with respect to (i) the IP Collateral with the United States Patent and Trademark Office (the "<u>USPTO</u>") the Grantor entered into that certain Intellectual Property Security Agreement, dated as of September 1, 2010, and as further described on Annex 1 attached hereto (the "<u>Intellectual Property Security Agreement</u>") in favor of the Agent and (ii) the IP Collateral with the United States Copyright Office (the "<u>USCO</u>"), the Grantor entered into that certain Copyright Security Agreement, dated as of February 9, 2015, and as further described on Annex 1 attached hereto (the "<u>Copyright Security Agreement</u>" and together with the Intellectual Property Security Agreement, collectively, the "<u>IP Security Agreements</u>") in favor of the Agent; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral and the IP Security Agreements described on Annex I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>," as used herein, shall mean all of the Grantor's right, title and interest in, to and under (i) the Intellectual Property Collateral (as defined in the Grantor's Intellectual Property Security Agreement described on <u>Annex I</u> hereto and (ii) the Copyright Collateral (as defined in the Grantor's Copyright Security Agreement on Annex I hereto. Capitalized terms not defined herein (including in Annex I) have the meanings set forth in the Agreements or the IP Security Agreements, as applicable.
- 2. <u>Release of Security Interest</u>. Agent, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby (i) terminates and cancels the IP Security Agreements, and (ii) terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantors, and their successors and assigns, its lien on and security interest in and to

the IP Collateral, and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby terminate, cease and become void.

- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.
- 4. <u>Further Assurances</u>. From time to time after the date hereof, upon Grantor's reasonable request, or upon the reasonable request of Grantor's successors, assigns or other legal representatives, Agent agrees to provide Grantor or their successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Agent's security interest in the IP Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).
- 7. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,

as Agent

By: V

Name: Lofton Spencer

Title: Duly Authorized Signatory

ANNEX I

Intellectual Property Security Agreement recorded with the USPTO on September 2, 2010 at Reel 004274, Frame 0332 against Grantor, LSI Acquisition Corp., Lazer Spot Holdings Corp. and LSI Intermediate Holdings. Corp., together with the Assignment of Intellectual property Security Agreement recorded with the USPTO on September 29, 2015 at Reel 5633, Frame 0063 from General Electric Capital Corporation, as Retiring Agent to Antares Capital LP, as Successor Agent and covering the following trademark:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
LAZER SPOT	3,685,282	09/22/2009

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Copyright Security Agreement recorded with the USCO on February 18, 2015 in Volume 9903, Document Number 559 against Grantor, together with the Assignment of Intellectual Property Security Agreement recorded with the USCO on October 1, 2015 in Volume 9910, Document Number 745 from General Electric Capital Corporation, as Retiring Agent to Antares Capital LP, as Successor Agent and covering the following copyright:

COPYRIGHT	REGISTRATION NO.	REGISTRATION DATE
The Big Six – Six Ways to Stay Safe on the Job	PA0001908831	05/07/2014

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RECORDED: 12/09/2019