

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM560644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame - 5625-0765		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		02/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KHS GLOBAL HOLDINGS, LLC		
Street Address:	4710 EARTH CITY EXPRESSWAY		
City:	BRIDGETON		
State/Country:	MISSOURI		
Postal Code:	63044		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4845277	KHS	
Registration Number:	4944354	KNOW-HOW SYSTEMS	
Serial Number:	86578040	BRINGING CARS BACK TO SHAPE KHS GLOBAL H	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	47821-2		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	02/05/2020		
Total Attachments: 4			
source=TM Release - 5625_0765#page1.tif			

CH \$90.00 4845277

source=TM Release - 5625_0765#page2.tif

source=TM Release - 5625_0765#page3.tif

source=TM Release - 5625_0765#page4.tif

TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of February 5, 2020, by Ares Capital Corporation, as Agent (“Grantee”) in favor of KHS Global Holdings, LLC (the “Grantor”).

W I T N E S S E T H:

WHEREAS, the Grantor, the other grantors party thereto and the Grantee entered into that certain Second Lien Guarantee and Collateral Agreement dated as of April 7, 2015 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), pursuant to which Grantor, to secure the Secured Obligations, granted a continuing security interest in or other Lien on substantially all the assets of Grantor, including all of Grantor’s right, title and interest in, to and under certain Trademark Collateral (as defined below);

WHEREAS, pursuant to the Collateral Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement dated as of September 8, 2015 (the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on September 17, 2015, at Reel 5625, Frame 0765; and

WHEREAS, Grantor has requested that Grantee release its security interest in the 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. Grantee hereby releases the entirety of its security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule A hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule A hereto, or (ii) injury to the goodwill associated with any of the foregoing.

2. Grantee hereby terminates the Trademark Security Agreement and reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office at the expense of the Grantor.

[Signature Page Follows]

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

ARES CAPITAL CORPORATION

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	STATUS	APPLICATION DATE	REGISTRATION DATE
KHS	86575848	4845277	Registered	March 25, 2015	November 3, 2015
KNOW-HOW SYSTEMS	86578022	4944354	Registered	March 26, 2015	April 26, 2016

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	STATUS	APPLICATION DATE
BRINGING CARS BACK TO SHAPE KHS GLOBAL HAIL REPAIR EXPERTS	86578040	Pending	March 26, 2015

TRADEMARK LICENSES

1. Master Agreement between Audatex Canada ULC and Know How Systems Canada, dated March 7, 2014.
2. Master Software License and Hosting Services Agreement between Mitchell International Information Services Inc. and Know How Systems Global LLC, dated June 22, 2015.
3. Services Agreement between Auto Claims Solutions LLC d/b/a MyRepairTracker.com and KhS (Global Hail Repair Experts), dated March 9, 2012.