

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLarty Capital Partners SBIC, L.P.		06/09/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Foodservice Technologies, Inc.		
Street Address:	5256 Eisenhower Avenue		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22304		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4166561	TECH-24	
Registration Number:	4163211	TECH 24	
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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12434-18-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	06/10/2020		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of June 9, 2020 (this "Release"), is made by MCLARTY CAPITAL PARTNERS SBIC, L.P., a Delaware limited partnership, as administrative agent acting for the benefit of the Lender (in such capacity, "Administrative Agent"), in favor of FOODSERVICE TECHNOLOGIES, INC., a Virginia corporation (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent are parties to that certain (i) Security Agreement, dated as of November 2, 2015 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of November 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement") pursuant to which the Grantor granted to the Administrative Agent a continuing security interest in, the Trademarks (as defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on November 3, 2015 at reel 5659, frame 0064;

WHEREAS, pursuant to that certain Payoff Letter, dated as of June 9, 2020, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to (a) release any and all security interests it may have in the Trademarks and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademarks.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest in the Trademarks, (b) release and relinquish and discharge its liens on and security interest in the Trademarks, and (c) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademarks. The Administrative Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Administrative Agent's security interests in the Trademarks.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]


MCLARTY CAPITAL PARTNERS SBIC, L.P.,
as Administrative Agent

By: McLarty Capital Partners SBIC, LLC, its
general partner

By: 
Name: Christopher D. Smith
Title: Co-Founder & Co-President

SCHEDULE A

Trademarks

Grantor	Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
Foodservice Technologies, Inc.	Word Mark "Tech-24" TECH-24	USA	<ul style="list-style-type: none">• Serial number 85268320• Filing date of March 16, 2011	<ul style="list-style-type: none">• Registration number 4166561• Registration date of July 3, 2012
Foodservice Technologies, Inc.	Word Mark "Tech 24" 	USA	<ul style="list-style-type: none">• Serial number 85255783• Filing date of March 2, 2011	<ul style="list-style-type: none">• Registration number 4163211• Registration date of June 26, 2012