

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM606152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6807/0095		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		10/30/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	GENTRY HEATING, INC.		
Street Address:	214 N Tryon Street, Suite 2425		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3996728	ECODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Carolyn Killea		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-254		
NAME OF SUBMITTER:	Carolyn Killea		
SIGNATURE:	/Carolyn Killea/		
DATE SIGNED:	10/30/2020		
Total Attachments: 4			
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CH \$40.00 3996728

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS is made as of October 30, 2020, by ARES CAPITAL CORPORATION, a Maryland corporation, as Second Lien Collateral Agent (the “Collateral Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, GENTRY HEATING, INC., a North Carolina corporation (the “Grantor”), and to the Collateral Agent were parties to that certain Second Lien Trademark Security Agreement dated as of May 7, 2018 (the “Security Agreement”);

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 9, 2018, at Reel 6807, Frame 0095;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, then or thereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world but excluding any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (the “Released Collateral”); and

WHEREAS, Grantor has requested that the Collateral Agent release the Security Interest in the Released Collateral and the Collateral Agent has agreed to so release its Security Interest.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and forever discharges the Security Agreement and the Security Interest in, to and under the Released Collateral, and retransfers and reassigns to Grantor any right, title or interest the Collateral Agent may have in, to or under the Released Collateral.

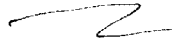
Grantor (and any successor to Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released Collateral of Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed as of the day and year first above written.

ARES CAPITAL CORPORATION, as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007092 FRAME: 0906

SCHEDULE I

TO

SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark & Design	Registration No.	Registration Date	Registered Owner
ECODUCTS	3996728	July 19, 2011	Gentry Heating, Inc.