

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM616499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Administrative Agent		12/23/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	PHH INVESTMENTS, LTD.		
Street Address:	15725 N. Dallas Parkway, Suite 220		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5329588	RAA	
Registration Number:	4430373	FINAL APPROACH	
Registration Number:	4430374	FINAL APPROACH PROGRAM	
Registration Number:	4904565	DISCIPLINED GUIDANCE IN AN UNPREDICTABLE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0529		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/23/2020		
Total Attachments: 3			
source=Trademark Release (Executed) (PHH)#page1.tif			

OP \$115.00 5329588

source=Trademark Release (Executed) (PHH)#page2.tif

source=Trademark Release (Executed) (PHH)#page3.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of December 23, 2020, by ANTARES CAPITAL LP, in its capacity as Administrative Agent for itself and the other Credit Parties (in such capacity, the “Grantee”) in favor of PHH INVESTMENTS, LTD., a Texas limited partnership (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Pledge and Security Agreement or the Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of January 1, 2020, by and among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), Grantor granted to Grantee, for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (as defined in the Pledge and Security Agreement) (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A annexed hereto (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantee and Grantor entered into that certain Notice of Grant of a Security Interest—Trademarks dated as of January 1, 2020 (the “Security Agreement”) to record Grantee’s security interest in the Collateral;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 2, 2020, at Reel 6829, Frame 0134;

WHEREAS, Grantor has requested that Grantee release its security interest in the Collateral and reassign any and all right, title and interest in, to and under the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations of the Pledge and Security Agreement for Grantor to release its security interest in the Collateral.


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

1. Grantee hereby releases its security interest in Grantor’s entire right, title and interest in, to and under the Collateral.
2. Grantee hereby 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, to and under the Collateral.
3. This Release shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has duly executed this Release as of the date first above written.

ANTARES CAPITAL LP

By: 
Name: Jase Morris
Title: Duly Authorized Signatory

SCHEDULE A

1. Trademark Registrations

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Class	Status	Current Owner of Record
RAA	87420745 21-APR-2017	5329588 07-NOV-2017	07-NOV-2027	36	Registered	PHH Investments, Ltd. DBA Retirement Advisors of America
FINAL APPROACH	76713872 03-APR-2013	4430373 12-NOV-2013	12-NOV-2023	36	Registered	PHH Investments, Ltd. DBA Retirement Advisors of America
FINAL APPROACH PROGRAM	76713874 03-APR-2013	4430374 12-NOV-2013	12-NOV-2023	36	Registered	PHH Investments, Ltd. DBA Retirement Advisors of America
DISCIPLINED GUIDANCE IN AN UNPREDICTABLE WORLD	86663854 16-JUN-2015	4904565 23-FEB-2016	23-FEB-2026	36	Registered	PHH Investments, Ltd. AKA Retirement Advisors of America

2. Trademark Applications

None.