## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM619242

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Release and Reassignment at R/F 6495/0204	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Administrative agent		12/29/2020	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	T.S.S. LLC	
Street Address:	21000 Hoover Road	
City:	Warren	
State/Country:	MICHIGAN	
Postal Code:	ostal Code: 48080	
Entity Type:	Limited Liability Company: MICHIGAN	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87164700	IMENU

## CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

JESSICA.BAJADA-SILVA@LW.COM Email:

LATHAM & WATKINS LLP, C/O JESSICA BAJADA **Correspondent Name:** 

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	040896-0155
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	01/08/2021

### **Total Attachments: 4**

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 29, 2020, by ANTARES CAPITAL LP, in its capacity as Administrative Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, T.S.S. LLC, a Michigan limited liability company ("<u>Grantor</u>") and Secured Party are party to that certain Guaranty and Security Agreement dated as of April 28, 2017 (as may have been amended restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), pursuant to which the Grantor executed and delivered to the Secured Party that certain Trademark Security Agreement dated as of August 7, 2018 (the "<u>Trademark Security Agreement</u>") which was recorded by the Trademark Division of the United States Patent and Trademark Office on December 5, 2018 at Reel 6495 Frame 0204;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor mortgaged, pledged, hypothecated and granted to Secured Party for the benefit of the Credit Parties a Lien on and security interest in (the "Security Interest") the Trademark Collateral (as defined below) as security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor; and

WHEREAS, Grantor has requested that Secured Party release the 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. Secured Party hereby terminates the Trademark Security Agreement and releases the Security Interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):
  - (i) all of its Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> hereto:
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademark Collateral.

3.	Secured Party hereby authorizes the Grantor (and any successor to the Grantor, including
any person	or entity hereafter holding any right, title or interest in the Trademark Collateral) to record this
Trademark	Release and Reassignment with the United States Patent and Trademark Office.

[Signature Page Follows]

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

ANTARES CAPITAL LP

By:

Name: Kyle Wilson

Title: Duly Authorized Signatory

# SCHEDULE 1

## **Trademark Collateral**

# Registered Trademarks:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
IMENU	87164700	9/8/16	5185850	4/18/17	T.S.S. LLC

**Trademark Applications:** 

None.

**RECORDED: 01/08/2021**