

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		12/31/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bell Brother's Heating and Air, Inc.		
Street Address:	10555 Norden Avenue		
City:	Mather		
State/Country:	CALIFORNIA		
Postal Code:	95655		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6085630	THE NO SURPRISE GUYS	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Jeffrey Michalczak c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	3142-5		
NAME OF SUBMITTER:	Jeffrey Michalczak		
SIGNATURE:	/Jeffrey Michalczak/		
DATE SIGNED:	02/23/2021		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of December 31, 2020, by ANTARES CAPITAL LP, in its capacity as Agent (“Agent”). 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, Bell Brother’s Heating and Air, Inc., a California corporation (the “Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of February 12, 2020 (the “Trademark Security Agreement”) pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 12, 2020 at Reel 6862 Frame 0152;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and 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. Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its security interest in and to the Trademark Collateral arising under the Guarantee and Security Agreement and the Trademark Security Agreement, including:

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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. If and to the extent that Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, Agent hereby reassigns, grants and conveys to the Grantor, without any representation or warranty of any kind by Agent, such right, title and interest to the Grantor.

3. Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

ANTARES CAPITAL LP

By: *Beth L Troyer*
Name: Beth Troyer
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Registrations

Owner	Mark/Name	Application No.	Application Date	Registration No.	Registration Date
Bell Brother's Heating and Air, Inc.	The No Surprise Guys	88713033	12/3/2019	6085630	6/23/2020