TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM635441

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of a Security Interest in Trademarks Recorded at Reel 6455, Frame 0313

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/25/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Mosquito Joe IP, LLC	
Street Address:	ress: 1010 N University Parks Drive	
City:	Waco	
State/Country: TEXAS		
Postal Code: 76707		
Entity Type: Limited Liability Company: VIRGINIA		

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark	
Registration Number:	5311462	MOJO BITES BACK	
Registration Number:	5311456	BEAT THE BLOODSUCKERS	
Registration Number:	5311448	BEAT THE BLOODSUCKERS	
Registration Number:	5311046	WE'RE NOT YOUR AVERAGE JOE.	
Registration Number:	4940408	STOP SMACKING YOURSELF IN THE FACE.	
Registration Number:	4940409	TIRED OF BEING THE MAIN COURSE IN YOUR O	
Registration Number:	4940411	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	
Registration Number:	4940416	PLAYTIME IS BACK.	
Registration Number:	4940420	GET YOUR OUTSIDE ON.	
Registration Number:	4940418	DID YOU MEAN TO DONATE BLOOD ON THE WAY	
Registration Number:	4940421	BECAUSE A YARD IS A TERRIBLE THING TO WA	
Registration Number:	4940422	YOUR BACKYARD, OUR BATTLEFIELD.	
Registration Number:	4940424	KEEP THE MOSQUITOS OFF THE GUEST LIST.	
Registration Number:	4940429	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO	
Registration Number:	4767454	SHARE THE MOJO	
Registration Number:	4431937	MOJO	
Registration Number:	4431938	OUTSIDE IS FUN AGAIN.	
Registration Number:	4550144	MOSQUITO JOE	
Registration Number:	3858271	MOSQUITO JOE	
		TRADEMARK	

REEL: 007236 FRAME: 0955 900605727

Property Type	Number	Word Mark
Registration Number:	5311441	MOJO BITES BACK

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1119931-0133-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	03/30/2021	

Total Attachments: 5

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TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS

March 25, 2021

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of March 25, 2020 by ARES CAPITAL CORPORATION, in its capacity as collateral agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of MOSQUITO JOE IP, LLC (the "Grantor").

WHEREAS, reference is made to the Credit Agreement, dated as of May 31, 2018 (as amended by that certain First Amendment and Waiver to Credit Agreement, dated as of August 10, 2018, that certain Second Amendment to Credit Agreement, dated as of August 24, 2018, that certain Third Amendment to Credit Agreement, dated as of August 14, 2020, and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among TDG INTERMEDIATE, LLC, NEIGHBORLY COMPANY (f/k/a TDG GROUP HOLDING COMPANY), the lenders from time to time party thereto, the Collateral Agent and the other parties party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered that certain Security Agreement, dated as of May 31, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of October 9, 2018, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6455, Frame 0313, on October 12, 2018 (as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Guaranty and Security Agreement, the "Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 25, 2021, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantor, and accordingly the Grantorhas requested, and the Collateral Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the Collateral Agent hereby agrees as follows:

- 1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
- 2. Release of Security Interest; Further Assurances. The Collateral Agent, without any representation and warranty by or any recourse to the Collateral Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Grantor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).
- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION, as Administrative Agent

By: _____

Name: <u>David Schwartz</u>

Title: <u>Authorized Signatory</u>

SCHEDULE A

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	MOJO BITES BACK	App 87468203 Reg 5311462	App 30-MAY-2017 Reg 17-OCT-2017
2.	BEAT THE BLOODSUCKERS	App 87460465 Reg 5311456	App 23-MAY-2017 Reg 17-OCT-2017
3.	BEAT THE BLOODSUCKERS	App 87451473 Reg 5311448	App 16-MAY-2017 Reg 17-OCT-2017
4.	WE'RE NOT YOUR AVERAGE JOE.	App 87388158 Reg 5311046	App 28-MAR-2017 Reg 17-OCT-2017
5.	STOP SMACKING YOURSELF IN THE FACE.	App 86696265 Reg 4940408	App 17-JUL-2015 Reg 19-APR-2016
6.	TIRED OF BEING THE MAIN COURSE IN YOUR OWN BACK YARD?	App 86696271 Reg 4940409	App 17-JUL-2015 Reg 19-APR-2016
7.	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	App 86696282 Reg 4940411	App 17-JUL-2015 Reg 19-APR-2016
8.	PLAYTIME IS BACK.	App 86696322 Reg 4940416	App 17-JUL-2015 Reg 19-APR-2016
9.	GET YOUR OUTSIDE ON	App 86696356 Reg 4940420	App 17-JUL-2015 Reg 19-APR-2016
10.	DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBOX?	App 86696351 Reg 4940418	App 17-JUL-2015 Reg 19-APR-2016
11.	BECAUSE A YARD IS A TERRIBLE THING TO WASTE.	App 86696364 Reg 4940421	App 17-JUL-2015 Reg 19-APR-2016
12.	YOUR BACKYARD, OUR BATTLEFIELD.	App 86696369 Reg 4940422	App 17-JUL-2015 Reg 19-APR-2016
13.	KEEP THE MOSQUITOS OFF THE GUEST LIST.	App 86696387 Reg 4940424	App 17-JUL-2015 Reg 19-APR-2016
14.	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO YOU.	App 86696424 Reg 4940429	App 17-JUL-2015 Reg 19-APR-2016
15.	SHARE THE MOJO	App 86364910	App 13-AUG-2014
16	MOIO	Reg 4767454	Reg 07-JUL-2015
16.	MOJO	App 85880745 Reg 4431937	App 20-MAR-2013 Reg 12-NOV-2013

17.	OUTSIDE IS FUN AGAIN.	App 85880747	App 20-MAR-2013
		Reg 4431938	Reg 12-NOV-2013
18.		App 85880749	App 20-MAR-2013
		Reg 4550144	Reg 17-JUN-2014
19.	MOSQUITO JOE	App 77893952	App 15-DEC-2009
		Reg 3858271	Reg 05-OCT-2010
20.	MOJO BITES BACK	App 87443700	App 10-MAY-2017
		Reg 5311441	Reg 17-OCT-2017

RECORDED: 03/30/2021