

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM635443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of a Security Interest in Trademarks Recorded at Reel 7128, Frame 0587		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		03/25/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	ShelfGenie Franchise Systems, LLC		
Street Address:	1010 N University Parks Drive		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76707		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90148535	CG	
Serial Number:	90148540	CG CLOSETGENIE POWERED BY SHELFGENIE	
Serial Number:	90145432	CLOSETGENIE	
Registration Number:	4823802	EVERYTHING WITHIN REACH	
Registration Number:	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4537493	SHELFGENIE	
Registration Number:	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
Registration Number:	3546185	SHELFGENIE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		

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NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	03/30/2021
Total Attachments: 4 source=Dwyer - Release of Trademark Security Agreement (R 7128 F 0587) [Execution Version]#page1.tif source=Dwyer - Release of Trademark Security Agreement (R 7128 F 0587) [Execution Version]#page2.tif source=Dwyer - Release of Trademark Security Agreement (R 7128 F 0587) [Execution Version]#page3.tif source=Dwyer - Release of Trademark Security Agreement (R 7128 F 0587) [Execution Version]#page4.tif	

**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 SHELFGENIE FRANCHISE SYSTEMS, 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 Grantpr 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 December 9, 2020, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 7128, Frame 0587, on December 10, 2020 (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 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 the Grantor has 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. Defined Terms. 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. Electronic Delivery. 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. Governing Law. 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: DS

Name: David Schwartz

Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. ShelfGenie Franchise Systems, LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	CG & Design	90148535	Aug 31, 2020 / Pending
2.	CG CLOSETGENIE POWERED BY SHELFGENIE & Design	90148540	Aug 31, 2020 / Pending
3.	CLOSETGENIE	90145432	Aug 28, 2020 / Pending
4.	EVERYTHING WITHIN REACH	86434014 / 4823802	Oct 24, 2014 / Sep 29, 2015
5.	SHELF GENIE DESIGNED TO TRANSFORM & Design	85697476 / 4312756	Aug 7, 2012 / Apr 2, 2013
6.	SHELF GENIE DESIGNED TO TRANSFORM & Design	85697478 / 4312757	Aug 7, 2012 / Apr 2, 2013
7.	SHELFGENIE	86093086 / 4537493	Oct 16, 2013 / May 27, 2014
8.	SHELFGENIE EVERYTHING WITHIN REACH	86334407/ 4787239	Jul 11, 2014 / Aug 4, 2015
9.	SHELFGENIE EVERYTHING WITHIN REACH	77388393 / 3546185	Feb. 5, 2008 / Dec 16, 2008