# CH \$90.00 90310614

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM636365 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

**NATURE OF CONVEYANCE:** Release of Security Interest Recorded at Reel/Frame: 7196/0797

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		04/01/2021	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	Herbert L. Flake Company, LLC		
Street Address:	5235 Glenmont Dr.		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77081		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	90310614	[]
Serial Number:	90310632	[SPS]
Serial Number:	90310620	[] SECURITY PRO SUPPLY

### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui, Senior Paralegal

Address Line 1: 300 North LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	40462-185
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/Raza Siddiqui/
DATE SIGNED:	04/01/2021

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS

April 1, 2021

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of April 1, 2021, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent under the Credit Agreement (as defined below) (the "Administrative Agent"), in favor of HERBERT L. FLAKE COMPANY, LLC (the "Pledgor").

WHEREAS, the Administrative Agent entered into that certain Credit Agreement dated as of November 6, 2020 (as amended by that certain Amendment No. 1 to Credit Agreement dated as of December 22, 2020 and as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and the other Loan Parties party thereto executed and delivered that certain Guarantee and Collateral Agreement dated as of November 6, 2020 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Security Agreement"), pursuant to which the Pledgor executed and delivered that certain Intellectual Property Security Agreement dated as of February 16, 2021, including Schedule 1 thereto, which was recorded with the United States Patent and Trademark Office at Reel 7196, Frame 0797, on February 18, 2021 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Intellectual Property Security Agreement" and together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgor ("<u>Releasee</u>"), granted to the Administrative Agent for the benefit of the Secured Parties ("<u>Releasor</u>"), a Lien on and security interest in, all of its right, title and interest in, to and under the IP Collateral, including, without limitation, the Trademarks referred to on <u>Exhibit A</u> hereto (collectively, the "<u>Trademark Collateral</u>"), to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Release Letter dated as of April 1, 2021, entered into by the Administrative Agent and the Pledgor, the Administrative Agent acknowledged the release of the Pledgor from any further obligations under the Loan Documents, and accordingly Releasee has requested and Releasor 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.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor 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 Intellectual Property Security Agreement.
- Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) transfers and assigns to the applicable Pledgor any and all right, title and interest that the Administrative Agent may have in, to and under the Trademark Collateral, (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 and effect the release of such rights to Pledgor 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 Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.
- 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.

[Remainder of Page Intentionally Left Blank]

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: Mitchell Goldstein Title: Authorized Signatory

[Signature Page to Termination and Release of a Security Interest in Trademarks]

## Exhibit A

Mark	Jurisdiction	App. No. App. Date	Reg. No. Reg. Date	Current Owner of Record
[]	U.S	10-NOV-2020 90310614	n/a	Herbert L. Flake Company, LLC
[ SPS ]	U.S.	10-NOV-2020 90310632	n/a	Herbert L. Flake Company, LLC
[] Security Pro Supply	U.S.	10-NOV-2020 90310620	n/a	Herbert L. Flake Company, LLC

**RECORDED: 04/01/2021**