TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM635234

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of a Security Interest in Trademarks Recorded at Reel 6920, Frame 0257	

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Dryer Vent Wizard International LLC
Street Address:	37735 Enterprise Court, Suite 100
City:	Farmington Hills
State/Country:	MICHIGAN
Postal Code:	48331
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3679426	DRY CLOTHES - SAFE HOMES
Registration Number:	3435288	DRYER VENT WIZARD
Registration Number:	5592284	WE GET THE LINT OUT

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 Justine Lu/White & Case LLP Correspondent Name: 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:	03/29/2021

Total Attachments: 4

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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 DRYER VENT WIZARD INTERNATIONAL 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 April 20, 2020, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 6920, Frame 0257, on April 21, 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 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. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
- 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

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
DRYER VENT WIZARD	DRY CLOTHES - SAFE	RN: 3679426	February 24, 2009 /
INTERNATIONAL LLC	HOMES	SN: 77676687	September 8, 2009
DRYER VENT WIZARD INTERNATIONAL LLC	DRYER VENT WIZARD	RN: 3435288 SN: 77285390	September 21, 2007 / May 27, 2008
DRYER VENT WIZARD INTERNATIONAL LLC	WE GET THE LINT OUT	RN: 5592284 SN: 87910405	May 7, 2018 / October 23, 2018

RECORDED: 03/29/2021