# CH \$140.00 41137

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM648427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/17/2021	Corporation:

### **RECEIVING PARTY DATA**

Name:	Vela Trading Systems LLC	
Street Address:	211 East 43rd Street	
Internal Address:	5th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4113725	DART
Registration Number:	4135605	DART
Registration Number:	4205616	MAMA
Registration Number:	4288465	MAMDA
Registration Number:	4265052	SUPERFEED

### **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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Heather Schneider
Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	121753.00015
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	05/20/2021

## **Total Attachments: 4**

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 17, 2021, by Ares Capital Corporation (as successor-in-interest by assignment to Pacific Western Bank), in its capacity as collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

### WITNESSETH:

WHEREAS, Vela Trading Systems LLC, a Delaware limited liability company (f/k/a Vela Trading Technologies LLC, as successor-in-interest by merger to Vela Trading Technologies USA LLC) ("<u>Pledgor</u>") and Collateral Agent were parties to that certain Trademark Security Agreement, dated as of June 30, 2017 (the "<u>Security Agreement</u>"), pursuant to which Pledgor granted a security interest to Collateral Agent in certain trademarks ("<u>Trademarks</u>") and Trademark Collateral (as defined below) as security for certain obligations owing by Pledgor to Collateral Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement granted to Pacific Western Bank was recorded by the Trademark Division of the United States Patent and Trademark Office on August 28, 2017 at Reel 6143, Frame 0065;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Ares Capital Corporation was recorded by the Trademark Division of the United States Patent and Trademark Office on April 6, 2018 at Reel 6308, Frame 0603; and

WHEREAS, Pledgor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. Collateral Agent hereby, on behalf of itself and the Secured Parties, terminates the Security Agreement and releases its Lien on and Security interest in and to all of Pledgor's right, title and interest in, to and under all the following, in each case excluding Excluded Property (collectively the "Trademark Collateral"):
- (a) all United States registered Trademarks and applications for Trademark registration of the Pledgor, listed on <u>Schedule 1</u> attached hereto;
  - (b) all Goodwill associated with such Trademarks; and
  - (c) all Proceeds of any and all of the foregoing.
- 2. Collateral Agent hereby reassigns, grants and conveys to Pledgor, without any representation, recourse or undertaking by Collateral Agent, any and all right, title and interest that Collateral Agent or any Secured Party may have in and to the Trademarks and the Trademark Collateral, together with the goodwill of the business symbolized thereby.

3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

**ARES CAPITAL CORPORATION**, as Collateral Agent

Conactal Agent

By: \_\_\_\_\_\_ Name: Scott Lem

Title: Authorized Signatory

**REEL: 007300 FRAME: 0788** 

# SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

REGISTRATION NUMBER	REGISTRATION DATE	TITLE
4,113,725	3/20/2012	DART
4,135,605	5/1/2012	DART
4,205,616	9/11/2012	MAMA
4,288,465	2/12/2013	MAMDA
4,265,052	12/25/2012	SuperFeed

United States Trademark Applications:

N/A

**RECORDED: 05/20/2021**