## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM649162

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Canadian Agent		05/19/2021	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Western Inventory Service Ltd.
Street Address:	355 Britannia Road East
Internal Address:	Suite 102
City:	Mississauga
State/Country:	CANADA
Postal Code:	L4V 1M9
Entity Type:	Corporation: CANADA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3243851	WIS INTERNATIONAL
Registration Number:	2954178	WISARD

#### **CORRESPONDENCE DATA**

Fax Number: 3129939767

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: 312/876-7628

Email: linda.kastner@lw.com

Linda R. Kastner c/o Latham & Watkins **Correspondent Name:** 

Address Line 1: 330 N. Wabash Avenue

Address Line 2: **Suite 2800** 

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	05/24/2021

#### **Total Attachments: 5**

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# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of May 19, 2021, is made by Antares Capital LP, as Canadian Agent (in such capacity, "Canadian Agent"), in favor of Western Inventory Service Ltd. (the "Grantor"). Capitalized terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement, Canadian Pledge and Security Agreement or Canadian Intellectual Property Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement") by and among the Grantor, the other "Loan Parties" party thereto, the lenders from time to time party thereto, the Canadian Agent and Antares Capital LP, as administrative and collateral agent for the US Lenders; and

WHEREAS, the Grantor is party to that certain Canadian Pledge and Security Agreement dated as of June 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time (the "<u>Canadian Pledge and Security Agreement</u>") pursuant to which the Grantor was required to execute and deliver that certain Canadian Intellectual Property Security Agreement dated as of June 8, 2017 (the <u>Agreement</u>");

WHEREAS, pursuant to the Agreement, a lien on and security interest in, all of the Grantor's right, title and interest in, to and under certain Collateral (other than Excluded Assets) was granted by the Grantor to the Canadian Agent (the "Intellectual Property Collateral");

WHEREAS, for the purpose of recording the security interest in the Intellectual Property Collateral, the Agreement was recorded in the United States Patent and Trademark Office (the "USPTO"), as further described on Annex 1 attached hereto; and

WHEREAS, Canadian Agent now desires to terminate and release the entirety of its security interest in the Intellectual Property Collateral as described on <u>Annex I</u> hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Canadian Agent hereby agrees as follows:

Release of Security Interest. Canadian Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby (i) terminates and cancels the Agreement and (ii) terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its lien on and security interest in and to the Intellectual Property Collateral, and any and all right, title and interest of the Canadian Agent in, to and under the Intellectual Property Collateral shall hereby terminate, cease and become void.

- 2. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.
- 3. <u>Further Assurances</u>. From time to time after the date hereof, upon the Grantor's reasonable request, or upon the reasonable request of the Grantor's successors, assigns or other legal representatives, Canadian Agent agrees to provide Grantor or their successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Canadian Agent's security interest in the Intellectual Property Collateral (without recourse, representation or warranty and at the Grantor's sole cost and expense).
- 4. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,

as Canadian Agent

By: Kink E. Sommefeld

Name: Kirk Sonnefeld

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

# **ANNEX I**

Canadian Intellectual Property Security Agreement executed on June 8, 2017 and recorded with the USPTO on June 9, 2017 at Reel 6080, Frame 0844 against the Grantor in favor of Canadian Agent and covering the following trademarks:

Owner of Record	Trademark	App./Reg.No.
Western Inventory Service Ltd.	WIS International	3,243,851 (US)
Western Inventory Service Ltd.	Wisard	2,954,178 (US)

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Canadian Intellectual Property Security Agreement executed on June 8, 2017 and recorded with the USPTO on June 9, 2017 at Reel 042658, Frame 0879 against the Grantor in favor of Canadian Agent and covering the following patents:

Owner	Name	Patent/Application No. (Filing Date):
Western Inventory	"Hand-held Data	Patent No. D,646,282; US App. No.
Service Ltd.	Collector with	29/365,524 (Jul. 9, 2010)
	Removable Scanner"	
Western Inventory	"Hand-held Data	Patent No. D,633,501; US App. No.
Service Ltd.	Collector with	29/365,528 (Jul. 9, 2010)
	Removable Scanner"	
Western Inventory	"Hand-held Data	Patent No. 8,528,822; US App. No.
Service Ltd.	Collector with	12/960,124 (Dec. 3, 2010)
	Detachable Scanner"	
Western Inventory	"Combined Hand-held	Patent No. D,660,297; US App. No.
Service Ltd.	Data Collector Base and	29/382,946 (Jan. 10, 2011)
	Detachable Scanner"	
Western Inventory	"Hand-held Data	Patent No. 8,960,552
Service Ltd.	Collector with	
	Detachable Scanner"	
Western Inventory	"Inventory System and	Pending Application No. 14328,761
Service Ltd.	Method"	

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RECORDED: 05/24/2021