# OP \$40.00 2962381

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM652161

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Partial Release (Reel 7149 / Frame 0626	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital, L.P.		06/04/2021	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Gardner-Gibson Incorporated	
Street Address:	4161 E 7th Ave	
City:	Татра	
State/Country:	FLORIDA	
Postal Code:	33605	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2962381	234

## CORRESPONDENCE DATA

**Fax Number:** 8009144240

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:** 8007130755

**Email:** james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	06/07/2021

#### **Total Attachments: 6**

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# RELEASE OF SECURITY INTEREST IN SECOND LIEN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN SECOND LIEN TRADEMARK COLLATERAL (this "Release"), dated as of June 4, 2021, is made by Antares Capital, L.P., in its capacity as administrative agent and collateral agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement defined in the Security Agreement defined below), in favor of Gardner-Gibson, Incorporated, a Delaware corporation (the "Grantor"), as follows:

## WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of December 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Grantor and the other parties party thereto in favor of the Agent, and those certain agreements described on Annex I attached hereto (the "Trademark Security Agreement" and, collectively with the Security Agreement, the "Security Agreements"), the Grantors granted a security interest (the "Security Interest") in certain collateral in favor of the Agent, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Agreements and the entirety of its Security Interest in the Trademark Collateral described on Annex II attached 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 Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>", as used herein, shall mean all of the Grantor's right, title and interest in, to and under the trademarks listed on <u>Annex II</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreements, as applicable.
- Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its Security Interest in and to the Trademark Collateral, and the Trademark Security Agreements and any and all right, title and interest of the Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's Security Interest in the Trademark Collateral.
- 3. <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. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.

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]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL, L.P., as Agent

By: Devasena Vallabhaneni

Name: Devasena Vallabhenani Title: Duly Authorized Signatory

# ANNEX I

Second Lien Trademark Security Agreement, dated as of December 29, 2020, recorded with the United States Patent and Trademark Office on January 4, 2021 at Reel 7149, Frame 0626.

# ANNEX II

# **Trademark Registrations and Applications**

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
234	78361347	2/2/2004	2962381	6/14/2005	GARDNER- GIBSON, INCORPORATED

**RECORDED: 06/07/2021**