

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM659080

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDLEY CAPITAL LLC		07/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HARLOW-HRK, LLC		
<b>Street Address:</b>	2501 Neff Road		
<b>City:</b>	Dayton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45414		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3328770	HARLOW-HRK	
<b>Registration Number:</b>	4220320	GPS GUIDANCE PLANNING SOLUTIONS	
<b>Serial Number:</b>	85937185	SDM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>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.</i>		
<b>Email:</b>	rlyne@paulweiss.com, snygren@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
<b>Correspondent Name:</b>	Rebecca B. Lyne		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	21583-021		
<b>NAME OF SUBMITTER:</b>	Rebecca Lyne		
<b>SIGNATURE:</b>	/s/ Rebecca Lyne		
<b>DATE SIGNED:</b>	07/09/2021		
<b>Total Attachments: 3</b>			
source=Release of Trademark Security Agreement_ Medley _ Harlow-HRK (Executed)#page1.tif			

CH \$90.00 3328770

source=Release of Trademark Security Agreement\_ Medley \_ Harlow-HRK (Executed)#page2.tif

source=Release of Trademark Security Agreement\_ Medley \_ Harlow-HRK (Executed)#page3.tif

**RELEASE AND TERMINATION  
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of July 9, 2021 (this “Release”), is made by MEDLEY CAPITAL LLC, a Delaware limited liability company (the “Collateral Agent”) in favor of HARLOW-HRK, LLC, a Delaware limited liability company (the “Grantor”), pursuant to that certain Trademark Security Agreement, dated as of December 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by the Grantor in favor of the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on January 10, 2017 at reel 5962, frame 0365, the Grantor granted to the Collateral Agent, for the benefit of the Lenders and the other Secured Parties, a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the trademarks set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 9, 2021 by and between the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Liens on and security interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral, and (d) hereby re-transfers, re-conveys and re-assigns any right, title or interest in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to the Grantor. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent’s security interests in the Trademark Collateral.

The Collateral Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

Section 6 of the Trademark Security Agreement is incorporated herein by reference, *mutatis mutandis*.

[Signature page follows]

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

**MEDLEY CAPITAL LLC,**  
as Collateral Agent

DocuSigned by:

*Richard Allorto*

By: \_\_\_\_\_  
AB6513F9B32547A...

Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

**SCHEDULE I**

**Trademark Collateral**

U.S. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HARLOW-HRK	3328770	11/06/2007
GPS GUIDANCE PLANNING SOLUTIONS	4220320	10/09/2012

2. U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>
SDM	85937185	05/20/2013