

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674411

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		09/13/2021	Corporation:

RECEIVING PARTY DATA

Name:	DRB SYSTEMS, LLC
Street Address:	7249 Whipple Avenue
City:	NW North Canton
State/Country:	OHIO
Postal Code:	44720
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3565453	ARM
Registration Number:	3433475	AUTOMATIC RECHARGE MODULE
Registration Number:	4389251	CARPICS
Registration Number:	1577490	CARWATCH
Registration Number:	4486107	C-START
Registration Number:	4032457	CLEAN SENSE
Serial Number:	87517852	CUSTOMER TUNNEL
Registration Number:	5109095	C-WASHPAL
Registration Number:	5004514	DIRECTOR
Registration Number:	3153589	DRB SYSTEMS
Registration Number:	2016072	ENTERLINK
Registration Number:	3577739	EZ TRAK
Registration Number:	3407988	FASTPASS
Registration Number:	4272915	INDUSTRYWATCH
Registration Number:	5172587	IN-KNOW-VATION
Serial Number:	87293352	ITCC
Registration Number:	2340178	PORTAL
Registration Number:	5109097	PORTAL TI+
Registration Number:	1734433	PROFIT WATCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5109093	REACHFREE ID
Registration Number:	3865167	SENTINEL
Registration Number:	2274977	SITEWATCH
Registration Number:	4485221	SMARTCODES
Registration Number:	4081288	SOCIAL CIRCLE
Registration Number:	3929950	STATWATCH
Registration Number:	5242230	SUCCESSWATCH
Registration Number:	5114115	THE CAR WASH STARTS HERE
Registration Number:	1665724	TUNNELWATCH
Registration Number:	5109098	UNITEC
Registration Number:	3774473	UNITEC ELECTRONICS
Registration Number:	3007358	VIP WASH COUPONS
Registration Number:	3007359	VIP WASH PASS
Registration Number:	4170358	WASH SELECT II
Registration Number:	3124918	WASHPAY
Registration Number:	4094192	XPRESS CARD CLEARING
Registration Number:	3383548	XPRESS PAY TERMINAL
Registration Number:	3452487	XPT

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:	125419.00011
NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	09/14/2021

Total Attachments: 6

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST (this “Release”) is made as of September 13, 2021 by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of DRB SYSTEMS, LLC, an Ohio limited liability company and UNITEC, LLC, a Maryland limited liability company (collectively, the “Grantors” and each a “Grantor”).

WHEREAS, the Grantors and the Administrative Agent entered into that certain Credit Agreement dated as of October 6, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the other Credit Parties party thereto, the Lenders and Ares Capital Corporation, as the Administrative Agent and Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement dated as of October 6, 2017 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of October 6, 2017, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 6176, Frame 0629, on October 6, 2017 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor (“Releasees”), granted to ARES CAPITAL CORPORATION, as the Administrative Agent for the benefit of the Secured Parties (“Releasor”), a security interest in, all of its right, title and interest in or to 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 September 13, 2021, entered into by the Administrative Agent and the Grantors, the Administrative Agent acknowledged the release of each the Grantors from any further obligations under the Loan Documents, and accordingly Releasees has requested and Releasor 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.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its lien on and security interest in or to the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, (ii) transfers and assigns to the applicable Grantors any and all right, title and interest that the 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 and effect the release of such rights to the applicable Grantors 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 Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

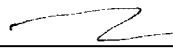
3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. 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 and Collateral Agent

By:  _____


Name: Scott Lem

Title: Authorized Signatory

SCHEDULE A

Grantor	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
DRB Systems, LLC	ARM	77246392 8/3/2007	3565453 1/20/2009
DRB Systems, LLC	AUTOMATIC RECHARGE MODULE	77172146 5/3/2007	3433475 5/20/2008
DRB Systems, LLC	CARPICS	85631911 5/22/2012	4389251 8/28/2013
DRB Systems, LLC	CARWATCH	73794708 4/21/1989	1577490 1/16/1990
DRB Systems, LLC	CARWATCH	—	TM11446 4/11/1986
Unitec, LLC	C-START	85759024 10/19/2012	4486107 2/18/2014
Unitec, LLC	CLEAN SENSE	85056254 06/07/2010	4032457 09/27/2011
DRB Systems, LLC	CUSTOMER TUNNEL	87517852 7/6/2017	—
Unitec, LLC	C-WASHPAL	87037430 5/15/2016	5109095 12/27/2016
Unitec, LLC	DIRECTOR	86607373 4/23/2015	5004514 7/19/2016
DRB Systems, LLC	DRB SYSTEMS	78714636 9/16/2005	3153589 10/10/2006
Unitec, LLC	ENTERLINK	74525548 5/17/1994	2016072 11/12/1996
Unitec, LLC	EZ TRAK	77419786 3/12/2008	3577739 2/17/2009
DRB Systems, LLC	FASTPASS	77083158 1/15/2007	3407988 4/8/2008
DRB Systems, LLC	INDUSTRYWATCH	85344362 6/13/2011	4272915 1/8/2013

Grantor	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
DRB Systems, LLC	IN-KNOW-VATION IN STYLIZED LETTERS	8685757 12/21/2015	5172587 3/28/2017
DRB Systems, LLC	ITCC	87293352 1/9/2017	—
Unitec, LLC	PORTAL	75550787 9/10/1998	2340178 4/11/2000
Unitec, LLC	PORTAL TI-	87037435 5/15/2016	5109097 12/27/2016
DRB Systems, LLC	PROFIT WATCH	74015397 1/2/1990	1734433 11/24/1992
Unitec, LLC	REACHFREE ID	87037410 5/15/2016	5109093 12/27/2016
Unitec, LLC	SENTINEL	77657982 1/28/2009	3863167 10/19/2010
DRB Systems, LLC	SITEWATCH	75395195 11/24/1997	2274977 8/31/1999
DRB Systems, LLC	SMARTCODES	86012809 7/17/2013	4485221 2/18/2014
DRB Systems, LLC	SOCIAL CIRCLE	85248347 2/22/2011	4081288 1/3/2012
DRB Systems, LLC	STATWATCH	77936198 2/16/2010	3929950 3/8/2011
DRB Systems, LLC	SUCCESSWATCH	86822953 11/17/2015	5242250 7/11/2017
Unitec, LLC	THE CAR WASH STARTS HERE	87037431 5/15/2016	5114115 1/3/2017
DRB Systems, LLC	TUNNELWATCH	74117004 5/20/1990	1663724 11/26/1991

Grantor	Trademark	Serial No./ Filing Date	Reg. No./ Reg. Date
Unitec, LLC	UNITEC AND DESIGN 	87037443 5/15/2016	5109098 12/27/2016
Unitec, LLC	UNITEC ELECTRONICS	77818646 8/22/2009	3774473 4/11/2010
Unitec, LLC	VIP WASH COUPONS	78378353 2/19/2004	3007358 10/18/2005
Unitec, LLC	VIP WASH PASS	78378362 2/19/2004	3007359 10/18/2005
Unitec, LLC	WASH SELECT II	85333198 5/29/2011	4170358 7/10/2012
Unitec, LLC	WASHPAY	78605577 4/10/2005	3124918 8/1/2006
DRB Systems, LLC	XPRESS CARD CLEARING	77930216 2/8/2010	4094192 1/31/2012
DRB Systems, LLC	XPRESS PAY TERMINAL	77317103 6/27/2007	3393548 2/12/2008 Supplemental Register
DRB Systems, LLC	XPT	77326200 7/10/2007	3452487 6/24/2008