

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674422

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: 7			
Property Type	Number	Word Mark	
Registration Number:	3469019	EGENUITY	
Registration Number:	3425882	ELUBE	
Registration Number:	6001662	SNAPSTORM	
Registration Number:	4317115	EZTRAX	
Registration Number:	4612008	EZQUICKPASS	
Registration Number:	4743447	EZWRENCH	
Registration Number:	4881742	EZWASH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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/		

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DATE SIGNED:	09/14/2021
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Total Attachments: 4
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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 (the “Grantor”).

WHEREAS, the Grantor 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 Grantor, 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 Grantor has 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 Grantor executed and delivered that certain Trademark Security Agreement dated as of March 19, 2021, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 7238, Frame 0612, on March 22, 2021 (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, the Grantor (“Releasee”), 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 the 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 Grantor, the Administrative Agent acknowledged the release the Grantor from any further obligations under the Loan Documents, and accordingly Releasee 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 Grantor 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 Grantor 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.

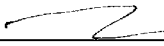
3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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	Mark	Registration No.	Registration Date
DRB Systems, LLC	eGenuity	3,469,019	15-Jul-2008
DRB Systems, LLC	aLube	3,425,882	13-May-2008
DRB Systems, LLC	SNAPSTORM	6,001,662	03-Mar-2020
DRB Systems, LLC	ezTrax	4,317,115	09-Apr-2013
DRB Systems, LLC	ezQuickPass	4,612,008	30-Sept-2014
DRB Systems, LLC	ezWrench	4,743,447	26-May-2015
DRB Systems, LLC	ezWash	4,881,742	05-Jan-2016