# OP \$40.00 4484037

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM680164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Release (Reel 6639 / Frame 0761)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		10/08/2021	Bank: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	CARBER Holdings, Inc.	
Street Address:	900 Georgia Avenue	
City:	Deer Park	
State/Country:	TEXAS	
Postal Code:	77536	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4484037	CARBER

### **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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	10/11/2021

### **Total Attachments: 6**

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TRADEMARK REEL: 007448 FRAME: 0265

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### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of October 8, 2021, by GOLDMAN SACHS BANK USA, as collateral agent for the Secured Parties (as defined in the Intellectual Property Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of CARBER HOLDINGS, INC. (the "Grantor").

### WITNESSETH

WHEREAS, pursuant to that certain First Lien Intellectual Property Security Agreement, dated as of May 6, 2019, by and between the Grantor and the Collateral Agent (the "Intellectual Property Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral, including, without limitation, the Copyrights, Patents and Trademarks identified on the Schedules attached hereto (the "IP Security Interest");

WHEREAS, the Intellectual Property Security Agreement was recorded with (i) the United States Patent and Trademark Office on May 8, 2019 at Reel 6639, Frame 0761;

WHEREAS, the Grantor have satisfied in full the terms of the Intellectual Property Security Agreement and request a release of the IP Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the IP Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

- 1. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Collateral (including, without limitation, the Copyrights, Patents and Trademarks identified on the Schedules attached hereto) and associated common law rights and goodwill appurtenant thereto.
- 2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office, the United States Copyright Office and any other applicable governmental authority to record this Release.
- 3. At the request and sole expense of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**GOLDMAN SACHS BANK USA**, as Collateral Agent

Authorized Signatory

[Signature Page to First Lien IPSA Agreement]

# Schedule A

# UNITED STATES PATENTS

United States Patents

NONE

United States Patent Applications

**NONE** 

# Schedule B

# UNITED STATES TRADEMARKS

# United States Trademarks

New Obligor	Country	Mark	Reg. No.	Issue Date	Status
CARBER Holdings, Inc.	United States	CARBER	4484037	2/18/2014	Active

United States Trademark Applications

NONE

Schedule	C
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UNITED	STATES
COPYR	IGHTS

United States Copyrights

**NONE** 

United States Copyright
Applications

**NONE** 

**RECORDED: 10/11/2021** 

[Release of Security Interest in Intellectual Property (1L)]