# OP \$115.00 5688973

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM697837

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC		12/22/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	GWS Tool, LLC
Street Address:	595 County Road 448
City:	Tavares
State/Country:	FLORIDA
Postal Code:	32778
Entity Type:	Limited Liability Company: FLORIDA

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	5688973	GWS TOOL GROUP
Serial Number:	88539485	ALLOYCAT
Serial Number:	88539445	ALLOYCAT
Serial Number:	88199010	ZOMBIE WHIRLER

#### **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:** 917-238-3617

Email: Chelsea.Cantos@freshfields.com

Correspondent Name: Chelsea Cantos

Address Line 1: 601 Lexington Avenue, 31st Floor
Address Line 2: Freshfields Bruckhaus Deringer US LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	1556338 176121.0001
NAME OF SUBMITTER:	Chelsea Cantos
SIGNATURE:	/Chelsea Cantos/
DATE SIGNED:	12/27/2021

**Total Attachments: 3** 

TRADEMARK REEL: 007520 FRAME: 0097

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TRADEMARK REEL: 007520 FRAME: 0098

#### TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of December 22, 2021, by Varagon Capital Partners Agent, LLC, in its capacity as Agent for the Lenders ("Agent"), in favor of GWS TOOL, LLC, a Florida limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of December 13, 2019 (the "<u>Trademark Security Agreement</u>"), pursuant to which Grantor granted to Agent, for its benefit and the benefit of the Lenders, and thereby reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral (as defined below):

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 13, 2019, at Reel 6815, Frame 0447;

WHEREAS, Grantor has requested that Agent execute this Trademark Release to evidence the release of its security interest in Trademark Collateral and the reassignment of any and all rights Agent may have in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, terminates and discharges its security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "Trademark Collateral"):
  - (a) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.
- 2. Agent hereby reassigns and conveys to Grantor, without any representation or recourse by Agent, any and all right, title and interest Agent may have in and to the Trademark Collateral.
- 3. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

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TRADEMARK REEL: 007520 FRAME: 0099 IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

# VARAGON CAPITAL PARTNERS AGENT, LLC, as Agent

By: Varagon Capital Partners, L.P., as its sole Member

Name: Title: Ouly Authorized Signatory

Trademark Release

# SCHEDULE 1

## **Trademark Registrations**

Trademark Caye Tool	Application Number	Application Date	Registration Number	Registration Date
GWS TOOL	87826051	3/8/18	5688973	N/A
GROUP				

# **Trademark Applications**

Trademark	Application Number	Application Date
ALLOYCAT	88539485	7/26/19
ALLOYCAT	88539445	7/26/19
ZOMBIE WHIRLER	88199010	11/19/18

**RECORDED: 12/27/2021** 

TRADEMARK
REEL: 007520 FRAME: 0101