TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM695306

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		12/14/2021	Limited Partnership:

RECEIVING PARTY DATA

Name:	Bettcher Industries, Inc.
Street Address:	6801 State Route 60
City:	Birmingham
State/Country:	ОНЮ
Postal Code:	44889
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5587987	QUANTUM FLEX	
Serial Number:	87707638	QUANTUM SKINNER	

CORRESPONDENCE DATA

Fax Number: 5139290303

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: 5139293413

Email: tnoel@bakerlaw.com

John M. Mueller, Baker & Hostetler, LLP **Correspondent Name:**

Address Line 1: 312 Walnut Street

Address Line 2: **Suite 3200**

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	John M. Mueller
SIGNATURE:	/John M. Mueller/
DATE SIGNED:	12/16/2021

Total Attachments: 4

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> **TRADEMARK** REEL: 007532 FRAME: 0519

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (the "Release") is made as of December 14, 2021, by ANTARES CAPITAL LP, in its capacity as Agent ("Agent"). 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, Bettcher Industries, Inc., a Delaware corporation (the "<u>Grantor</u>") and Agent are parties to that certain Trademark Security Agreement dated as of March 22, 2019 (the "<u>Trademark Security Agreement</u>") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 22, 2019 at Reel 6598 Frame 0381;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its security interest in and to the Trademark Collateral arising under the Guarantee and Security Agreement and the Trademark Security Agreement, including:
 - (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
 - (b) all renewals and extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. If and to the extent that Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, Agent hereby reassigns, grants and conveys to the Grantor, without any representation or warranty of any kind by Agent, such right, title and interest to the Grantor.
- 3. Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

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- 4. Agent agrees to take all further actions, and provide to the Grantor and 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: Devne Nallallemi
Name: Duiastra Vallabharan
Title: Duly Authorized Signatory

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SCHEDULE 1

REGISTERED TRADEMARKS

Mark	Serial No.	Appl. Date	Reg. No.	Reg. Date
QUANTUM FLEX	87705854	12/2/17	5587987	10/16/18

TRADEMARK APPLICATIONS

Mark	Serial No.	Appl. Date	Reg. No.	Reg. Date
QUANTUM SKINNER	87707638	12/04/2017	N/A	N/A

IP LICENSES

None.

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RECORDED: 12/16/2021