# CH \$65.00 6399

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM699621 Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS<br/>RECORDED AT REEL/FRAME NO.: 7044/0172

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		12/31/2021	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	BARIL CORPORATION
Street Address:	5949 Commerce Blvd.
City:	Morristown
State/Country:	TENNESSEE
Postal Code:	37814
Entity Type:	Corporation: MASSACHUSETTS

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	6399976	BARIL
Registration Number:	6399981	BARIL CORPORATION

### CORRESPONDENCE DATA

**Fax Number:** 4154391500

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.

**Email:** maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2:555 California Street, Suite 2700Address Line 4:San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	46331-5
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	01/04/2022

## **Total Attachments: 3**

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TRADEMARK REEL: 007549 FRAME: 0870 source=Team Tech - Release of 1L Trademark Security Interest (Baril) (Executed)\_(82721500\_1)#page3.tif

TRADEMARK REEL: 007549 FRAME: 0871

### RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This Release of First Lien Security Interest in Trademarks, dated as of December 31, 2021 (the "<u>Trademark Security Release</u>"), is made by ARES CAPITAL CORPORATION, a Maryland corporation, in its capacity as Collateral Agent (the "<u>Agent</u>") under that certain Grant of First Lien Security Interest in United States Trademarks, dated September 2, 2020 (the "<u>Trademark Security Agreement</u>") by and among BARIL CORPORATION, a Massachusetts corporation (the "<u>Grantor</u>") and the Agent. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the Trademark Division of the United States Patent and Trademark Office ("<u>USPTO</u>") on September 3, 2020 at Reel 7044, Frame 0172, the Grantor granted to the Agent, a continuing security interest (the "<u>Security Interest</u>") in (i) all of the Grantor's right, title and interest in, to and under the United States registered trademarks (the "<u>Trademarks</u>") set forth on <u>Schedule A</u> attached hereto, (ii) all proceeds and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof (collectively, the "<u>Trademark Collateral</u>");

WHEREAS, pursuant to that certain Payoff Letter, dated as of December 31, 2021, by and among the Grantor, the other signatories party thereto and the Agent, the Grantor has requested that the Agent, and the Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the USPTO evidencing and effecting the release, termination, relinquishment and discharge of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Security Agreement and the Trademark Security Agreement and (b) terminate, cancel, discharge, release and relinquish any and all rights, title and interest it has (including the Security Interest) in, to or under the Trademark Collateral. The Agent hereby authorizes the Grantor to make filings with the USPTO and agrees to take further actions, at the Grantor's cost, as reasonably requested by the Grantor to evidence the release and termination of the Agent's Security Interest in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

TRADEMARK REEL: 007549 FRAME: 0872 IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date above first written.

**AGENT**:

ARES CAPITAL CORPORATION

Name: Mark Affolter

Title: Authorized Signatory

# SCHEDULEA

Trademark Registrations/Applications

Registered Owner/Applicant	<u>Mark</u>	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Baril Corporation	BARIL	59005688	05-JUN-2020	9266659	29-JUN-2021	Registered
Baril Corporation	BARIL	88950738	05-JUN-2020	6399981	29-JUN-2021	Registered
	CORPORATION					

TRADEMARK REEL: 007549 FRAME: 0874

RECORDED: 01/04/2022