

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		02/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	TIDEL ENGINEERING, L.P.		
Street Address:	2025 W. BELT LINE RD.		
City:	CARROLLTON		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90232592	TUBE VEND	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553346		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MELANIE JOLSON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
NAME OF SUBMITTER:	MELANIE JOLSON		
SIGNATURE:	/MJ/		
DATE SIGNED:	02/04/2022		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Trademark Release") is made as of February 1, 2022, by and between Antares Capital LP, as Administrative Agent (the "Agent") in favor of Tidel Engineering, L.P., a Texas limited partnership (the "Grantor"). Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Credit Agreement (as defined below), the Guaranty and Security Agreement (as defined below) or the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of March 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, the Grantor, as the Borrower, Holdings, the Other Credit Parties party thereto from time to time, the Lenders from time to time party thereto and the Agent and (ii) Guaranty and Security Agreement, dated as of March 1, 2017 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among, *inter alios*, the Grantors (as defined therein) party thereto from time to time and the Agent, the Grantor executed and delivered that certain Trademark Security Agreement by and between the Agent and Grantor, dated as of May 10, 2021 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on May 10, 2021 at Reel 7287, Frame 0551;

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Grantor and the Agent desire to terminate the Trademark Security Agreement, releases the security interests created therein, and assigns any rights that the Agent may have acquired in the Trademark Collateral, together with the goodwill associated therewith, to the Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

1. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that the Agent may have in, to and under the following (collectively, the "Trademark Collateral"):

- a) all of its Trademarks, including, without limitation, those referred to on **Schedule 1** 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. Further Assurances. The Agent agrees, at the Grantor's expense, to take all further actions, and provide to Grantor and its respective successors, assigns and legal representatives all such cooperation and assistance including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its respective successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Trademark Release.


Delivery of an executed signature page to this Trademark Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed copy of this Trademark Release.

THIS TRADEMARK 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]

IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: 
Name: Phillip Smith
Its: Duly Authorized Signatory

[Signature Page to Trademark Release]