# H \$65.00 40768

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM712364

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		03/01/2022	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	DEVELOPING SOLUTIONS INC.	
Street Address:	3563 CR 406	
City:	Mckinney	
State/Country:	TEXAS	
Postal Code:	75071	
Entity Type:	Corporation: TEXAS	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Registration Number:	4076869	DEVELOPING SOLUTIONS		
Registration Number:	4149739	DSTEST		

# **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 3128622000

**Email:** luis.moreau@kirkland.com

Correspondent Name: Kirkland & Ellis LLP / Luis Moreau

Address Line 1: 300 N LaSalle Dr

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36052-312
NAME OF SUBMITTER:	Luis Moreau
SIGNATURE:	/Luis Moreau/
DATE SIGNED:	03/06/2022

#### **Total Attachments: 3**

source=5. EXECUTED - Matrix - 1L - IP Releases (Mar-1-22)\_(84417969\_1) - Copy (5)#page1.tif source=5. EXECUTED - Matrix - 1L - IP Releases (Mar-1-22)\_(84417969\_1) - Copy (5)#page2.tif source=5. EXECUTED - Matrix - 1L - IP Releases (Mar-1-22)\_(84417969\_1) - Copy (5)#page3.tif

TRADEMARK REEL: 007650 FRAME: 0967

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 1, 2022, by ANTARES CAPITAL LP ("<u>Agent</u>"). 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, DEVELOPING SOLUTIONS INC. ("Grantor") and Agent were parties to that certain Trademark Security Agreement dated as of July 21, 2021 (the "Trademark Security Agreement") pursuant to which Grantor granted to Agent for the benefit of the Secured Parties, a Lien on and security interest 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 I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on July 27, 2021, at Reel 7365, Frame 0748;

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

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent's security interest in the Trademarks and Trademark Collateral.

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

- 1. Agent hereby (a) terminates the Trademark Security Agreement and (b) releases, terminates and discharges all of its security interests in and Liens on all of Grantor's right, title and interest in, to, and under the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks, including, without limitation, each Trademark listed on Schedule 1 annexed hereto;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) 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. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in, to and under the Trademarks and the Trademark Collateral.
- 3. Governing Law. This Trademark Release and Reassignment 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]

TRADEMARK REEL: 007650 FRAME: 0968 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: Colon W. Torrance

Name: Colin Torrance

Title: Duly Authorized Signatory

# **SCHEDULE I**

# Registered Trademarks:

Trademark	Application No.	Application Date	Register No.	Registered Date	
& Secretarios	85322137	5/16/11	4076869	12/27/11	Registered
DSTEST	85435905	9/29/11	4149739	5/29/12	Registered

# Trademark Applications:

None.

Trademark Release and Reassignment 152002411v2

**RECORDED: 03/06/2022** 

TRADEMARK REEL: 007650 FRAME: 0970