

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		03/09/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	EEC ACQUISITION, LLC		
Street Address:	370 WABASHA STREET N		
City:	SAINT PAUL		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4183422	MYTECH	
Registration Number:	3464138	RASANT	
Registration Number:	4449734	RENEW	
Registration Number:	4183421	SMART CARE	
Registration Number:	4183423	UNIT TRAX	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	Jeffrey.Norgle@kirkland.com		
Correspondent Name:	Jeffrey Norgle		
Address Line 1:	300 NORTH LASALLE		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	50813-4		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	03/11/2022		

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Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 9, 2022, by ANTARES CAPITAL LP (“Agent”) in favor of EEC ACQUISITION, LLC (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement or Trademark Security Agreement (each as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent were parties to that certain Guarantee and Collateral Agreement dated as of November 1, 2017 (the “Collateral Agreement”), by and among Grantor, the other grantors party thereto and Agent, pursuant to which Grantor granted to Agent for the benefit of the Secured Parties, a Lien on and security interest in its trademark registrations and applications, including the trademarks set forth on Schedule I hereto (the “Trademarks”);

WHEREAS, pursuant to the Collateral Agreement, Grantor executed and delivered to Agent the Trademark Security Agreement dated as of November 1, 2017 (the “Trademark Security Agreement”), which was recorded by the United States Patent and Trademark Office (the “USPTO”) on November 1, 2017, at Reel 006194, Frame 0398.

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

1. Agent, on behalf of itself and the other Secured Parties, hereby releases, terminates, cancels and discharges all of its security interests in and liens on all of Grantor’s right, title and interest in, to, and under each Trademark.

2. Agent, on behalf of itself and the other Secured Parties, hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all right, title and interest Agent may have in, to and under the Trademarks.

3. Agent, on behalf of itself and the other Secured Parties, authorizes the recordation of this Trademark Release and Reassignment with the USPTO.


4. Agent hereby agrees, at the sole expense of Grantor, to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Trademark Release and Reassignment, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Trademarks and record the chain of title accordingly with the USPTO.

5. 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]

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: 
Name: Richard Davidson
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATION AND APPLICATION NUMBERS

Trademark	Application Number/ Application Date	Registration Number/ Registration Date	Owner
MYTECH	85528599 January 30, 2012	4183422 July 31, 2012	EEC Acquisition, LLC
RASANT	78750503 November 9, 2005	3464138 July 8, 2008	EEC Acquisition, LLC
RENEW	85565520 March 9, 2012	4449734 December 17, 2013	EEC Acquisition, LLC
SMART CARE	85528503 January 30, 2012	4183421 July 31, 2012	EEC Acquisition, LLC
UNIT TRAX	85528639 January 30, 2012	4183423 July 31, 2012	EEC Acquisition, LLC