

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713973

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:	HORIZON FOOD EQUIPMENT, INC.		
Street Address:	412 Warren Street		
City:	Schenectady		
State/Country:	NEW YORK		
Postal Code:	12305		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5048710	HB HORIZON BRADCO	
Registration Number:	5225786	BAKE-RITE	
Registration Number:	4982017	AMS ALLIED MECHANICAL SERVICES	
Registration Number:	5048083	HB HORIZON BRADCO	
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		
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 HORIZON FOOD EQUIPMENT, INC. (“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).

WITNESSETH:

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 August 20, 2021 (the “Trademark Security Agreement”), which was recorded by the United States Patent and Trademark Office on August 20, 2021, at Reel 007398, Frame 0536.

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

Title	Application No.	Application Date	Registration No.	Registration Date	Status
HB HORIZON BRADCO	86903778	2/10/16	5048710	9/27/16	Registered
BAKE-RITE	86770585	9/28/15	5225786	6/20/17	Registered
AMS ALLIED MECHANICAL SERVICES	86751414	9/9/15	4982017	6/21/16	Registered
HB HORIZON BRADCO	86751456	9/9/15	5048083	9/27/16	Registered

Trademark Release and Reassignment

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RECORDED: 03/11/2022

**TRADEMARK
REEL: 007658 FRAME: 0222**