

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM718124

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|---|--|----------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 5859/0747 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP, as Administrative Agent | | 03/31/2022 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Santech Industries, LLC | | |
| Street Address: | 1401 Valley View Ln | | |
| Internal Address: | Ste 100 | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75061 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Global Parts Distributors, LLC | | |
| Street Address: | 1401 Valley View Ln | | |
| Internal Address: | Ste 100 | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75061 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Auto Air Export, Inc. | | |
| Street Address: | 1401 Valley View Ln | | |
| Internal Address: | Ste 100 | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75061 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2136944 | OMEGA ENVIRONMENTAL TECHNOLOGIES | |
| Registration Number: | 4059079 | A | |
| Registration Number: | 3816396 | | |

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 3830199 | GPD |
| Registration Number: | 3895935 | GLOBAL PARTS DISTRIBUTORS, LLC |
| Registration Number: | 2657743 | MASTER TECHNICIAN |
| Registration Number: | 2606111 | MASTER TECHNICIAN SERIES |
| Registration Number: | 2576818 | MASTER TECHNICIAN SERIES |
| Registration Number: | 2574679 | MASTER TECHNICIAN SERIES |
| Registration Number: | 2497657 | MASTERCHEM |
| Registration Number: | 2497656 | MASTERCHEM |
| Registration Number: | 2325170 | SANTECH |

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 2700

Address Line 4: San Francisco, CALIFORNIA 94104

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 35981-150 |
| NAME OF SUBMITTER: | Maria Banda |
| SIGNATURE: | /Maria Banda/ |
| DATE SIGNED: | 03/31/2022 |

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of March 31, 2022 (this “Release”), is made by Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties in favor of Santech Industries, LLC, a Delaware limited liability company (“Santech”), Global Parts Distributors, LLC, a Delaware limited liability company (“GPD”), and Auto Air Export, Inc., a Texas corporation (“AAE”; AAE, together with Santech and GPD, each a “Grantor” and collectively, the “Grantors”).

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of February 8, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, each Grantor entered into a Guaranty and Security Agreement dated as of August 19, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) by and among the Grantors party thereto and Administrative Agent pursuant to which each Grantor pledged its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, each Grantor and Administrative Agent were parties to that certain Trademark Security Agreement, dated as of August 19, 2016 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which each Grantor granted a security interest and Lien upon (the “Security Interest”) to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 19, 2016 at Reel 5859, Frame 0747; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, the Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Release of Security Interest in Trademark Collateral. The Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

- (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.

Section 3. Further Assurances. The Administrative Agent hereby agrees, at the Grantors' expense, to execute and deliver to the Grantors such documents, instruments, notices and releases as the Grantors shall reasonably request to evidence the release of the Security Interest contemplated hereby.

Section 4. Governing Law. This 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as of the day and year first above written.

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

By: Kirk E. Sonnefeld
Name: Kirk Sonnefeld
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| Trademark | Country | Grantor | Registration No. | Registration Date |
|---|---------|--------------------------------|------------------|-------------------|
| OMEGA ENVIRONMENTAL TECHNOLOGIES & Design | USA | Auto Air Export, Inc. | 2,136,944 | 2/17/1998 |
| A (Stylized) | USA | Auto Air Export, Inc. | 4,059,079 | 11/22/2011 |
| GPD LOGO | USA | Global Parts Distributors, LLC | 3,816,396 | 7/13/2010 |
| GPD | USA | Global Parts Distributors, LLC | 3,830,199 | 8/10/2010 |
| GLOBAL PARTS DISTRIBUTORS, LLC | USA | Global Parts Distributors, LLC | 3,895,935 | 12/28/2010 |
| MASTER TECHNICIAN | USA | Santech Industries, LLC | 2,657,743 | 12/10/2002 |
| MASTER TECHNICIAN SERIES | USA | Santech Industries, LLC | 2,606,111 | 8/6/2002 |
| MASTER TECHNICIAN SERIES | USA | Santech Industries, LLC | 2,576,818 | 6/4/2002 |
| MASTER TECHNICIAN SERIES | USA | Santech Industries, LLC | 2,574,679 | 3/27/2000 |
| MASTER CHEM | USA | Santech Industries, LLC | 2,497,657 | 10/16/2001 |
| MASTER CHEM & Design | USA | Santech Industries, LLC | 2,497,656 | 10/16/2001 |
| SANTECH | USA | Santech Industries, LLC | 2,325,170 | 10/7/2000 |