

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 5984/0431

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:	MEI CORPORATION, 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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4821828	QCC
Registration Number:	4825995	IDEAL AIR
Registration Number:	4825996	IDEAL AIR
Registration Number:	4027115	COOL STAR
Registration Number:	3834045	IDEALAIR
Registration Number:	3866052	QCC
Registration Number:	3833911	TRUCK AIR PARTS
Registration Number:	3833913	MEI CORPORATION
Registration Number:	3833912	AIRSOURCE
Registration Number:	3861897	MEI CORPORATION
Registration Number:	3049620	AIR CENTRAL
Registration Number:	3040762	MAG
Registration Number:	3023468	AIR CONNECTION
Registration Number:	3049621	ELITE AIR
Registration Number:	2026259	AIRSOURCE
Registration Number:	1827372	TRUCK AIR PARTS
Registration Number:	1350998	IDEALAIR

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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
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NAME OF SUBMITTER:	Maria Banda
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SIGNATURE:	/Maria Banda/
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DATE SIGNED:	03/31/2022
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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 MEI CORPORATION, LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

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, Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, 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 Grantor pledged its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement, dated as of February 8, 2017 (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 Grantor granted a security interest and Lien upon (the “Security Interest”) to 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 February 8, 2017 at Reel 5984, Frame 0431; and

WHEREAS, 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, 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. 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. Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor 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
QCC	U.S.	MEI Corporation	4821828	2/29/15
IDEAL AIR	U.S.	MEI Corporation	4825995	10/6/15
IDEAL AIR	U.S.	MEI Corporation	4825996	10/6/15
COOL STAR	U.S.	MEI Corporation	4027115	9/13/11
IDEALAIR	U.S.	MEI Corporation	3834045	8/17/10
QCC	U.S.	MEI Corporation	3866052	10/19/10
TRUCK AIR PARTS	U.S.	MEI Corporation	3833911	8/17/10
MEI CORPORATION	U.S.	MEI Corporation	3833913	8/17/10
AIRSOURCE	U.S.	MEI Corporation	3833912	8/17/10
MEI CORPORATION	U.S.	MEI Corporation	3861897	10/12/10
AIR CENTRAL	U.S.	MEI Corporation	3049620	1/24/06
MAG	U.S.	MEI Corporation	3040762	1/10/06
AIR CONNECTION	U.S.	MEI Corporation	3023468	12/6/05
ELITE AIR	U.S.	MEI Corporation	3049621	1/24/06
AIRSOURCE	U.S.	MEI Corporation	2026259	12/31/96
TRUCK AIR PARTS	U.S.	MEI Corporation	1827372	3/22/94
IDEALAIR	U.S.	MEI Corporation	1350998	7/23/85