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ETAS ID: TM731326

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK RELEASE AND REASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/27/2022	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Terratherm, Inc.		
Street Address:	151 Suffolk Lane		
City:	Gardner		
State/Country:	MASSACHUSETTS		
Postal Code:	01440		
Entity Type:	Corporation: MASSACHUSETTS		

# **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77711702	IN-PILE THERMAL DESORPTION
Serial Number:	77711658	IPTD
Serial Number:	77250509	THINK THERMAL
Serial Number:	76446891	TERRATHERM
Serial Number:	86525742	IN-PILE THERMAL DESORPTION

# **CORRESPONDENCE DATA**

**Fax Number:** 2125935955

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:** 212-756-2132

**Email:** scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-2111	
NAME OF SUBMITTER:	Scott Kareff (014951-2111)	
SIGNATURE: /kc for sk/		
DATE SIGNED:	05/31/2022	

TRADEMARK REEL: 007738 FRAME: 0629

# **Total Attachments: 3**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 27, 2022, by ANTARES CAPITAL LP ("Agent") in favor of TERRATHERM, 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 Guaranty and Security Agreement dated as of February 20, 2015 (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, 2015 (the "<u>Trademark Security Agreement</u>"), which was recorded by the United States Patent and Trademark Office (the "<u>USPTO</u>") on August 20, 2015, at Reel 5603, Frame 0972;

WHEREAS, Grantor, Agent and General Electric Capital Corporation ("<u>Retiring Agent</u>") were parties to that certain Assignment of Intellectual Property Security Agreement dated as of August 21, 2015, pursuant to which Retiring Agent assigned to Agent all of its rights, remedies, duties and other obligations under the Trademark Security Agreement which was recorded by the USPTO on September 8, 2015, at Reel 5617, Frame 0962.

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]

TRADEMARK
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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: Jonathan Balch

Title: \_\_Duly Authorized Signatory

# **SCHEDULE I**

# Registered Trademarks

TRADEMARK	<u>OWNER</u>	APP. NO.	REG. NO.	APP. DATE	REG. DATE
In-Pile Thermal Description	TerraTherm, Inc.	77711702	3,684,717	Apr. 10, 2009	Oct. 27, 2009
IPTD	TerraTherm, Inc.	77711658	3,701,555	Apr. 10, 2009	Sept. 15, 2009
Think Thermal	TerraTherm, Inc.	77250509	3,414,402	Aug. 8, 2007	April 22, 2008
TERRATHERM	TerraTherm, Inc.	76446891	2,736,439	Sept. 3, 2002	July 15, 2003
In-Pile Thermal Desorption	TerraTherm, Inc.	86525742	5,052,227	February 2, 2015	October 4, 2016

Trademark Release and Reassignment

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**RECORDED: 05/31/2022** 

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