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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM732042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded at RF: 6608/0231

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC		05/25/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Apical Industries, Inc.	
Street Address:	3030 Enterprise Court,	
Internal Address:	Suite A	
City:	Vista	
State/Country:	CALIFORNIA	
Postal Code:	92801	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2612590	APICAL
Registration Number:	2615155	APICAL
Registration Number:	2615153	

CORRESPONDENCE DATA

Fax Number:

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: 3124564206

Email: rsiddiqui@sidley.com

Correspondent Name: Raza Siddigui

Address Line 1: One South Dearborn
Address Line 2: Sidley Austin LLP

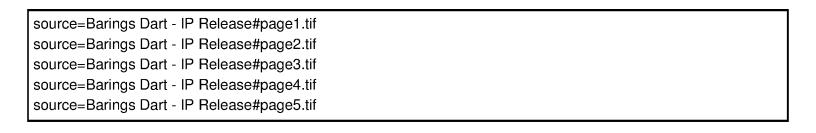
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	034632/30640
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	06/02/2022
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Total Attachments: 5

TRADEMARK
REEL: 007741 FRAME: 0230

900698283



TRADEMARK REEL: 007741 FRAME: 0231

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of May 25, 2022, is made by **BARINGS FINANCE LLC**, as Collateral Agent (the "Collateral Agent") in favor of the Grantors as set forth on Annex I attached hereto.

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among DART BUYER, INC., a Delaware corporation ("<u>U.S. Borrower</u>"), the Canadian Borrower (as defined therein), DART INTERMEDIATE, INC., a Delaware corporation ("<u>Holdings</u>"), each Lender from time to time party thereto, BARINGS FINANCE LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Loan Parties:

WHEREAS, pursuant to that certain Security Agreement, dated as of April 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and those certain agreements described on Annex I attached hereto (collectively, the "IP Security Agreements"), each Grantor granted security interests in its IP Collateral (as defined below), including those properties listed on Annex I attached hereto;

WHEREAS, the IP Security Agreements were recorded in the United States Patent and Trademark Office on the dates and on the reels/frames set forth on <u>Annex I</u> hereto; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its entire security interest and lien on all of the IP Collateral and reassign any and all of the right, title and interest the Collateral Agent may have in and to the IP Collateral to the Grantors.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>", as used herein, shall mean all of such Grantor's right, title or interest in, or to any and all of the Trademark Collateral and Patent Collateral, including, without limitation, the properties listed on <u>Annex I</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement, Security Agreement or IP Security Agreements, as applicable.
- Release of Security Interest. The Collateral Agent hereby immediately, irrevocably and automatically terminates the IP Security Agreements and releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and Security Interest in, and right of setoff against, the IP Collateral, whether granted pursuant to the Security Agreement, the IP Security Agreements or any other agreement or document delivered in connection with the Credit Agreement or any other Loan Document, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in, to and under the IP Collateral, including all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the IP Collateral, now owned or at any time hereafter acquired by a Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest, to the relevant Grantor. The Collateral Agent agrees, at such Grantor's expense, to cooperate with the Grantors and to provide the

TRADEMARK REEL: 007741 FRAME: 0232 Grantors with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent's entire security interest in the released IP Collateral described herein.

- 3. <u>Recordation</u>. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.
- 4. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

TRADEMARK REEL: 007741 FRAME: 0233

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

BARINGS FINANCE LLC,

as Collateral Agent

By: Name: Brian Baldwin

Title: Managing Director

RECORDED: 06/02/2022