

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		08/10/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	HILLSIDE PLASTICS, INC.		
Street Address:	262 Millers Falls Road		
City:	Turners Falls		
State/Country:	MASSACHUSETTS		
Postal Code:	01376		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1194351	SUGAR HILL	
Registration Number:	1271312		
Registration Number:	1605584		
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	23743.009004		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/s/ Moira Sheehan		
DATE SIGNED:	08/10/2022		
Total Attachments: 5			
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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”) is made as of the 10th of August, 2022, by ANTARES CAPITAL LP (the “Agent”) in favor of HILLSIDE PLASTICS, INC., a Massachusetts corporation (the “Grantor”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Guaranty and Security Agreement by and among the Grantor, the Agent and certain other parties thereto, dated as of October 22, 2014, and (ii) Trademark Security Agreement, dated as of October 15, 2015, which was recorded in the United States Patent and Trademark Office at Reel 5646, Frame 0553 on October 15, 2015 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), the Grantor mortgaged, pledged and hypothecated to Agent for the benefit of the Secured Parties and granted to Agent for the benefit of the Secured Parties a Lien on and security interest in, to and under the following (collectively, the “Trademark Collateral”):

- all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;
- all renewals and extensions of the foregoing;
- all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 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.

WHEREAS, the Grantor has requested that the Agent execute and deliver this Termination and Release to evidence the release of its Lien and security interest in the Trademark Collateral and to reassign any and all rights, title, and interest in the same to the Grantor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Agent hereby (i) releases, relinquishes and discharges its Lien and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including those Trademarks set forth on Schedule A and (ii) terminates and cancels the Trademark Security Agreement.

2. If and to the extent that the Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, the Agent hereby reassigns, grants and conveys to the

Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of its right, title, and interest in, to or under the Trademark Collateral (including without limitation those Trademarks set forth on Schedule A), along with any and all goodwill in the Trademark Collateral that the Agent may have acquired.

3. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Termination and Release with the U.S. Patent and Trademark Office. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Termination and Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

4. This Termination and Release, and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Termination and Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York without regard to conflict of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release to be duly executed and delivered as of the date first written above.

AGENT:

ANTARES CAPITAL LP

By:  _____

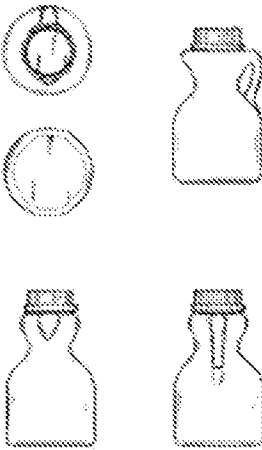

Name: Eric Eisen


Title: Duly Authorized Signatory

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

1. REGISTERED UNITED STATES TRADEMARKS

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Registration/ Serial No.</u>
Hillside Plastics, Inc.	Canada	SUGAR HILL	12/09/1996	TMA467340
Hillside Plastics, Inc.	Canada		02/18/1999	TMA508,145
Hillside Plastics, Inc.	United States	SUGAR HILL	04/27/1982	1194351
Hillside Plastics, Inc.	United States		03/20/1984	1271312

<u>Owner</u>	<u>Jurisdiction</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Registration/ Serial No.</u>
Hillside Plastics, Inc.	United States		07/10/1990	1605584

2. UNITED STATES TRADEMARK APPLICATIONS

None.