# \$90.00 40

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM752923

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP (AS SUCCESSOR IN INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION)		09/01/2022	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Fasteners For Retail, Inc.	
Street Address:	8181 DARROW ROAD	
City: TWINSBURG		
State/Country:	OHIO	
Postal Code:	44087	
Entity Type:	Corporation: OHIO	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4061322	INVISI-WALL
Registration Number:	4217190	INVISI-SHIELD
Serial Number:	86071963	FFR MERCHANDISING

#### **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

NAME OF SUBMITTER:	Scott Kareff (014951-2136)	
SIGNATURE:	/EC FOR SK/	
DATE SIGNED:	09/01/2022	

**Total Attachments: 4** 

source=antares ffr trademark release final 2022 executed(165405314\_1) (5216-0565)#page1.tif source=antares ffr trademark release final 2022 executed(165405314\_1) (5216-0565)#page2.tif source=antares ffr trademark release final 2022 executed(165405314\_1) (5216-0565)#page3.tif source=antares ffr trademark release final 2022 executed(165405314\_1) (5216-0565)#page4.tif

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (the "Release") is made as of September 1, 2022, by ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), as administrative agent ("Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Fasteners For Retail, Inc., an Ohio corporation (the "<u>Grantor</u>") and Agent are parties to that certain Trademark Security Agreement dated as of February 14, 2014 (the "<u>Trademark Security Agreement</u>") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 14, 2014 at Reel 5216 Frame 0565;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its security interest in and to the Trademark Collateral arising under the Guaranty and Security Agreement and the Trademark Security Agreement, including:
  - (a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks 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, violation or other impairment thereof.
- 2. If and to the extent that Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, Agent hereby reassigns, grants and conveys to the Grantor, without any representation or warranty of any kind by Agent, such right, title and interest to the Grantor.
- 3. Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

- 4. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. 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.

[Signature Page Follows]

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: Michael Falcon

Title: Duly Authorized Signatory

# SCHEDULE 1

# Trademark Registrations and Applications

# 1. REGISTERED TRADEMARKS

Mark Appl. No. Appl. Date Reg. No. Reg. Date				
INVISI-WALL	85141685	9/30/10	4061322	11/22/11
		-0000 W.C.	ly hade to have been accounted by a second accounted by the N. T. N. T.	
INVISI-SHIELD	85535919	2/7/12	4217190	10/12/12

### 2. TRADEMARK APPLICATIONS

 Mark	Appl. No.	Appi, Date	Reg. No.	Reg. Date
FFR	86071963	9/23/13	N/A	N/A
MERCHANDISING 1			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	

TRADEMARK REEL: 007838 FRAME: 0435

**RECORDED: 09/01/2022**