

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		05/03/2022	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Appliance Parts Depot, LLC		
Street Address:	4754 ALMOND AVENUE		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3564447	APD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6163361058		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	Christopher A. Mitchell		
Address Line 1:	350 S. Main Street		
Address Line 2:	Suite 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	34601-235		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		
SIGNATURE:	/CHRISTOPHER A.MITCHELL/		
DATE SIGNED:	10/13/2022		
Total Attachments: 5			
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OP \$40.00 3564447

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 3, 2022 (this "Release"), by ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), in its capacity as administrative agent for secured parties (in such capacity, "Agent") in favor of APPLIANCE PARTS DEPOT, LLC, a Delaware limited liability company, formerly known as APD Acquisition, LLC ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) or, if not defined therein, in the Credit Agreement (as defined in the Security Agreement).

WITNESSETH:

WHEREAS, Grantor and Agent were parties to (i) that certain Guaranty and Security Agreement dated as of May 1, 2014 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Trademark Security Agreement dated as of July 10, 2015 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, 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, all of its right, title and interest in the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses, 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;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 10, 2015, at Reel 5573, Frame 0660; and

WHEREAS, Grantor had requested that Agent execute and deliver this Release to evidence the termination and release of its security interest in the Trademark Collateral and to reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, including the Termination of the Secured Obligations, the receipt and sufficiency of which are hereby acknowledged:

1. Agent, on behalf of itself and the other Secured Parties, hereby terminates, cancels, releases and discharges its Lien on and security interest in and to all of Grantor's right, title and interest in, to and under the Trademark Collateral.

2. If Agent and/or any other Secured Party has acquired any right, title or interest in, to or under any of the Trademark Collateral, Agent (on behalf of itself and the other Secured Parties) hereby reassigns and conveys to Grantor, in each case as applicable, without any representation, recourse or undertaking by Agent, all such right, title and interest in, to or under the Trademark Collateral of such Grantor.


3. Agent authorizes the Grantor to file and record this Release with the United States Patent and Trademark Office.

4. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York, without regard to conflict of law principles that would require the application of the laws of another jurisdiction.

[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

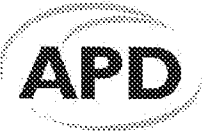
By: 
Name: Ellen Weaver
Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK RELEASE AND REASSIGNMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

United States Registered Trademarks

REGISTERED TRADEMARKS - ®	REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
APDepot	4,368,408	July 16, 2013	Appliance Parts Depot, LLC, formerly known as APD Acquisition, LLC
	3,564,447	January 20, 2009	Appliance Parts Depot, LLC, formerly known as APD Acquisition, LLC

State Registered Trademarks

JURISDICTION	REGISTERED TRADEMARKS	DOCUMENT / REGISTRATION NO.	REGISTERED DATE	COMPANY NAME
Florida	Appliance Parts Depot	T14000000466	April 28, 2014	Appliance Parts Depot, LLC, formerly known as APD Acquisition, LLC
New Mexico		TK13020802	February 8, 2013	Appliance Parts Depot, LLC, formerly known as APD Acquisition, LLC
Texas	APDEPOT	801686805	February 6, 2013	Appliance Parts Depot, LLC, formerly known as APD Acquisition, LLC
Arizona	APPLIANCE PARTS DEPOT	56732	November 26, 2012	Appliance Parts Depot, LLC, formerly known as APD Acquisition, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.