

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		11/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Swanson Industries, Inc		
Street Address:	2608 Smithtown Road		
City:	Morgantown		
State/Country:	WEST VIRGINIA		
Postal Code:	26508		
Entity Type:	Corporation: WEST VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3386395	S	
Registration Number:	3219491	S	
Registration Number:	4319829	SWANSON	
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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Yimeng Shen c/o Fried Frank et al		
Address Line 1:	1 New York Plaza		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	034038-00001		
NAME OF SUBMITTER:	Yimeng Shen		
SIGNATURE:	/Yimeng Shen/		
DATE SIGNED:	11/15/2022		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of November 1, 2022, is made by Antares Capital LP, as administrative agent (the "Agent") in favor of Swanson Industries, Inc., a West Virginia corporation (the "Grantor"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of October 1, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), among the Grantor and the other parties party thereto in favor of the Agent, and those certain agreements described on Annex I attached hereto (each, an "IP Security Agreement" and collectively, the "IP Security Agreements"), the Grantor granted a security interest in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in the IP Collateral.

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 Agent hereby agrees as follows:

1. Definitions. The term "IP Collateral", as used herein, shall mean all of Grantor's right, title or interest in, or to any and all of the Trademark Collateral and Patent Collateral, including the Trademarks and Patents listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Guarantee and Collateral Agreement or the applicable IP Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates and cancels the IP Security Agreements and terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its lien on and security interest in and to the IP Collateral and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's security interest in the IP Collateral.


3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.

4. Governing Law. 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, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Brad Kimme

Title: Duly Authorized Signatory

ANNEX I

Trademark Security Agreement entered into by Swanson Industries, Inc. in favor of General Electric Capital Corporation, as administrative agent, dated as of October 1, 2012 and recorded with the United States Patent and Trademark Office on October 1, 2012 at Reel/Frame 4870/0306, and assigned to Agent by Assignment of Intellectual Property Security Agreement dated August 21, 2015 and recorded with the United States Patent and Trademark Office on September 4, 2015 at Reel/Frame 5617/0386.

Patent Security Agreement entered into by Swanson Industries, Inc. in favor of General Electric Capital Corporation, as administrative agent, dated as of October 1, 2012 and recorded with the United States Patent and Trademark Office on October 1, 2012 at Reel/Frame 029062/0739, and assigned to Agent by Assignment of Intellectual Property Security Agreement dated August 21, 2015 and recorded with the United States Patent and Trademark Office on September 4, 2015 at Reel/Frame 036552/0232.

Patent Security Agreement entered into by Swanson Industries, Inc. in favor of the Agent, dated as of March 31, 2016 and recorded with the United States Patent and Trademark Office on March 31, 2016 at Reel/Frame 038162/0365.

ANNEX II

UNITED STATES TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Owner of Trademark	Trademark	Country	Application Date	Registration Date	Application No	Registration No.	Status
Swanson Industries, Inc.	S	US	8/3/05	2/19/08	78/684,556	3386395	Registered
Swanson Industries, Inc.	S	US	7/29/05	3/20/07	78/681,918	3219491	Registered
Swanson Industries, Inc.	SWANSON	US	3/5/12	04/16/13	85/560217	4319829	Registered

2. TRADEMARK APPLICATIONS

None.

UNITED STATES PATENT REGISTRATIONS

1. REGISTERED PATENTS

Owner of Patent	Patent Title	Country	Date Filed	Date Issued	Application No	Patent No.	Status
Swanson Industries, Inc.	Process and System For Treating the Discharge Stream From an Ion Exchanger	US	1/23/2001	8/19/2003	09/766,662	6607651	Patented
Swanson Industries, Inc.	Over/Under Monorail System For Longwall Mining Operations	US	12/20/2006	6/22/2010	11/642,077	7739959	Patented
Swanson Industries, Inc.	Auto Laundry Conveyor Dolly	US	10/16/2009	2/14/2012	12/580,743	8113124	Patented
Swanson Industries, Inc.	Pedestal Support For Mine Prop	US	4/15/2011	4/2/2013	13/087,924	8408845	Patented
Swanson Industries, Inc.	Rail-supported trailer apparatuses, systems and methods	US	02/05/2014	10/28/2014	14/173,035	8869705	Patented

Owner of Patent	Patent Title	Country	Date Filed	Date Issued	Application No	Patent No.	Status
Swanson Industries, Inc.	Rail-supported trailer way apparatuses, systems and methods	US	10/08/2012	04/01/2014	13/647,121	8683924	Patented

2. PATENT APPLICATIONS

None.