# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM767895

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acquiom Agency Services LLC		11/15/2022	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Menominee Acquisition Corporation	
Street Address:	10000 Avalon Blvd., Suite 750	
City:	Alpharetta	
State/Country:	GEORGIA	
Postal Code:	30009	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1618760	WAXTEX

# CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

skann@gibsondunn.com Email:

Stephanie Kann **Correspondent Name:** 

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06592-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/15/2022

#### **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of November 15, 2022, is by ACQUIOM AGENCY SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of Menominee Acquisition Corporation (the "Grantor").

## WITNESSETH:

WHEREAS, under the terms of that certain First Lien Pledge and Security Agreement, dated as of August 26, 2016, (as amended and restated as of April 21, 2022, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent (as successor in interest to BNP Paribas), the Grantor entered into that certain Intellectual Property Security Agreement, dated as of August 26, 2016, in favor of the Collateral Agent (the "IP Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's Trademarks, including those listed on Schedule A hereto (collectively, the "Released Collateral");

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on August 26, 2016 at Reel/Frame No. 5864/0301;

WHEREAS, pursuant to the Successor Agent Agreement, dated as of April 21, 2022, by and among BNP Paribas (the "Resigning Agent"), the Collateral Agent and the lenders and grantors party thereto (the "Successor Agent Agreement"), among other things, the Resigning Agent transferred, assigned, granted and conveyed to the Collateral Agent all of its right, title and interest in and to the IP Security Agreement;

WHEREAS, in connection with the Successor Agent Agreement, the Resigning Agent and the Collateral Agent entered into that certain Notice of Successor Agent and Assignment of Security Interest (Intellectual Property), dated as of May 6, 2022, which was recorded in the United States Patent and Trademark Office on May 9, 2022 at Reel/Frame No. 7715/0749.

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in the Released Collateral as provided herein;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined have the meanings specified in the Security Agreement or the IP Security Agreement, as applicable.
- 2. <u>Release of Security Interest.</u> The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement or the IP Security Agreement and (ii) reassigns any and all such right, title, and interest (if any) that the

Collateral Agent may have in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.
- 4. <u>Governing Law</u>. This Release of Security Interest in Intellectual Property shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property by its duly authorized officer as of the date first above written.

ACQUIOM AGENCY SERVICES LLC, as Collateral Agent.

Vame: Rence Kuhl

Title: Managing Director

**REEL: 007911 FRAME: 0973** 

# Schedule A

# Trademarks

**RECORDED: 11/15/2022** 

Grantor	Trademark	Filing Date	Status	Reg. No.
Menominee Acquisition Corporation	WAXTEX	16-Jan-1990	Active	1,618,760