

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778059

| | | | |
|---|--|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Apogem Capital LLC, as Agent | | 01/03/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | National Auto Care Investments Corporation | | |
| Street Address: | 208 Ponte Vedra Park Drive | | |
| City: | Ponte Vedra Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32082 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97138785 | STRONG PRODUCT STRONG PROTECTION STRONG | |
| Serial Number: | 88939823 | ZRADICATE | |
| Serial Number: | 88920286 | E-RADICATE ANTI-MICROBIAL TREATMENT | |
| Serial Number: | 88909142 | E-RADICATE ANTI-MICROBIAL TREATMENT | |
| Serial Number: | 88909143 | ZRADICATE | |
| Serial Number: | 87784819 | ZIRIDIUM | |
| Serial Number: | 86673803 | EC BOND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312-577-8438 | | |
| Email: | raquel.haleem@katten.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Raquel Haleem | | |
| SIGNATURE: | /Raquel Haleem/ | | |
| DATE SIGNED: | 01/04/2023 | | |

CH \$190.00 97138785

Total Attachments: 4

source=Trademark Release and Reassignment (NACIC - 2) (Apogem - NAC)(executed)#page1.tif

source=Trademark Release and Reassignment (NACIC - 2) (Apogem - NAC)(executed)#page2.tif

source=Trademark Release and Reassignment (NACIC - 2) (Apogem - NAC)(executed)#page3.tif

source=Trademark Release and Reassignment (NACIC - 2) (Apogem - NAC)(executed)#page4.tif

TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS TRADEMARK SECURITY AGREEMENT RELEASE AND REASSIGNMENT (“Release”) is made as of January 3, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC) (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, National Auto Care Investments Corporation, a Florida corporation, formerly known as NAC Investments Corporation (“Grantor”) and Secured Party entered into that certain Trademark Security Agreement dated as of December 20, 2021 (the “Security Agreement”), pursuant to which the Grantor granted, and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of, a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral, including the Trademarks set forth on Schedule 1 hereto, to secure the payment and performance of the Obligations;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on December 20, 2021, at Reel 7536, Frame 0081;

WHEREAS, (i) an Omnibus Agency Transfer and Sub-Agent Appointment Agreement was entered by and between Madison Capital Funding LLC, as Retiring Agent, and Apogem Capital LLC, as Successor Agent and (ii) an Assignment of Intellectual Property Security Agreements was entered into by and between by Madison Capital Funding LLC, as Retiring Agent, and Apogem Capital LLC, as Successor Agent, dated as of April 1, 2022 and recorded by the United States Patent and Trademark Office on May 16, 2022 at Reel 7722, Frame 0178; and

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

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and the Trademark Collateral, including:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Secured Party hereby terminates and cancels the Security Agreement, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Secured Party, any and all of the Secured Party's right, title and interest in and to the released Trademark Collateral.


4. The Secured Party further agrees to execute and deliver to the Grantor and its agents and designees 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 expense) in order to carry out the purposes of this Release and confirm the Grantor's right, title and interest in, to and under the released Trademark Collateral.

5. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Security Agreement Release and Reassignment to be executed as of the day and year first above written.

APOGEM CAPITAL LLC

By: 
Name: David Kelly
Title: Director

SCHEDULE 1

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|--|------------------------|-------------------------|-------------------------|--------------------------|
| STRONG PRODUCT STRONG PROTECTION STRONG PERFORMANCE | 97138785 | 11/23/21 | N/A | N/A |
| ZRADICATE | 88939823 | 5/29/20 | 6480063 | 9/7/21 |
| E-RADICATE ANTI- MICROBIAL TREATMENT | 88920286 | 5/18/20 | 6480030 | 9/7/21 |
| E-RADICATE ANTI- MICROBIAL TREATMENT | 88909142 | 5/11/21 | 6480000 | 9/7/21 |
| ZRADICATE | 88909143 | 5/11/21 | 6480001 | 9/7/21 |
| ZIRIDIUM | 87784819 | 2/5/18 | 5560603 | 9/11/18 |
| EC BOND | 86673803 | 6/25/15 | 4922191 | 3/22/16 |