

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		01/09/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Comfort Matters, LLC		
Street Address:	18071 Territorial Road		
City:	Dayton		
State/Country:	MINNESOTA		
Postal Code:	55369		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5690792	COMFORT MATTERS HEATING & COOLING	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39164-57		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	01/10/2023		
Total Attachments: 3			
source=CM Release of Security Interest In Trademarks#page1.tif			
source=CM Release of Security Interest In Trademarks#page2.tif			
source=CM Release of Security Interest In Trademarks#page3.tif			

OP \$40.00 5690792

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 9, 2023 (“Release”), is made by Ares Capital Corporation (“Lender”), in favor of Comfort Matters, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of October 7, 2021 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Grantor, Lender, and others party thereto and the Trademark Security Agreement dated as of October 7, 2021 (“Trademark Security Agreement”) by and among Grantor and Lender, Grantor unconditionally granted, collaterally assigned and pledged to the Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademarks; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on October 7, 2021 at Reel 7446 Frame 0086.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Lender hereby:

(a) terminates the Trademark Security Agreement;

(b) terminates, cancels, forever discharges, and releases the continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, including, but not limited to, all goodwill of the business connected with the use of, and symbolized by, the Trademarks, and the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

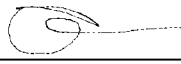
(d) authorizes the recordation of this Release with the USPTO.

SECTION 3. Further Assurances. Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Lender will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

LENDER:


Ares Capital Corporation

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory

Schedule A

U.S. Trademarks Subject to Security Interest

Trademark Registrations

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Comfort Matters, LLC	U.S.	COMFORT MATTERS HEATING & COOLING and Design  Disclaimer: "HEATING & COOLING"	RN: 5690792	7/19/2018	3/5/2019