

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		01/31/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.		
Street Address:	607 W. DEMPSTER STREET		
City:	MOUNT PROSPECT		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	Corporation: DELAWARE		
Name:	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.		
Street Address:	607 W. DEMPSTER ST.		
City:	MT. PROSPECT		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	Corporation: DELAWARE		
Name:	Franklin Machine Products, Inc.		
Street Address:	607 W. Dempster Street		
City:	Mt. Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3579439	ALLPOINTS	
Registration Number:	3582768	ALLPOINTS FOODSERVICE PARTS & SUPPLIES	
Registration Number:	2244517	ICS	
Registration Number:	4402667	JET FORCE	
Registration Number:	3896958	TUNDRA SPECIALTIES	
Registration Number:	3896972	ETUNDRA.COM	

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Property Type	Number	Word Mark
Registration Number:	3896962	
Registration Number:	3179117	BAFFLE BOSS
Registration Number:	4049465	BASKET BORDER
Registration Number:	1849756	FMP
Registration Number:	2969594	FMP
Registration Number:	3441203	THE FRANKLIN FILTER
Registration Number:	3948020	THE FRANKLIN FILTER PLUS
Serial Number:	86233953	EZ PARTS

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Jason Finger
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70097-017
NAME OF SUBMITTER:	Jason Finger
SIGNATURE:	/Jason Finger/
DATE SIGNED:	02/01/2023

Total Attachments: 5

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

January 31, 2023

THIS TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of January 31, 2023, by ARES CAPITAL CORPORATION, in its capacity as administrative agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of the Grantors listed in the Owner column of Schedule A below (each a “Grantor” and collectively, the “Grantors”).

WHEREAS, the Grantors and the Administrative Agent entered into that certain Credit Agreement dated as of dated as of February 17, 2015 (the “Credit Agreement”), as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of March 1, 2017, that certain Amendment No. 2 to First Lien Credit Agreement, dated as of April 3, 2017, that certain Amendment No. 3 to First Lien Credit Agreement, dated as of August 23, 2018, that certain Amendment No. 4 to First Lien Credit Agreement, dated as of September 25, 2019 and that certain Amendment No. 5 and Limited Waiver to First Lien Credit Agreement, dated as of May 22, 2020, by and among Holdings, the Borrowers, the Subsidiary Guarantors party thereto, each Lender party thereto and the Administrative Agent.

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered (i) that certain Security Agreement dated as of February 17, 2015 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of February 17, 2015, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 5461, Frame 0228 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Trademark Security Agreement and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor (collectively, “Releasees”), granted to Ares Capital Corporation, as the Administrative Agent and Collateral Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, pursuant to that certain Payoff Letter dated as of January 31, 2023, entered into by the Administrative Agent and the Borrower, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of each Grantor, and accordingly each Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, (ii) transfers and assigns to the applicable Grantor any and all right, title and interest that the Administrative Agent may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to each Grantor and (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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







Ares Capital Corporation,
as Administrative Agent

By: 

Name: M. Kort Schnabel
Title: Authorized Signatory

SCHEDULE A

Trademark	Application Serial Number	Registration Number	Date Filed / Date Registered	Owner
ALLPOINTS ALLPOINTS	77-503417	3579439	June 19, 2008 February 24, 2009	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
ALLPOINTS FOODSERVICE PARTS & SUPPLIES and Design 	77-503415	3582768	June 19, 2008 March 3, 2009	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
ICS and Design 	75-432555	2244517	February 11, 1998 May 11, 1999	AllPoints Foodservice Parts and Suppliers, Inc., f/k/a Consolidated Commercial Controls, Inc.
JET FORCE JET FORCE	85-745928	4402667	October 4, 2012 September 17, 2013	AllPoints Foodservice Parts and Supplies, Inc., f/k/a Consolidated Commercial Controls, Inc.
TUNDRA SPECIALTIES TUNDRA SPECIALTIES	85-031718	3896958	May 6, 2010 December 28, 2010	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.
ETUNDRA.COM and Design 	85-032218	3896972	May 6, 2010 December 28, 2010	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.
MISCELLANEOUS DESIGN 	85-031845	3896962	May 6, 2010 December 28, 2010	Tundra Restaurant Supply, Inc., f/k/a Tundra Specialties, Inc.
BAFFLE BOSS BAFFLE BOSS	76-653474	3,179,117	January 18, 2006 December 5, 2006	Franklin Machine Products, Inc.
BASKET BORDER and Design	76-705980	4,049,465	January 12, 2011 November 1, 2011	Franklin Machine Products, Inc.

Trademark	Application Serial Number	Registration Number	Date Filed / Date Registered	Owner
				
FMP and Design 	74-369651	1,849,756	March 19, 1993 August 16, 1994	Franklin Machine Products, Inc.
FMP and Design 	76-594288	2,969,594	May 25, 2004 July 19, 2005	Franklin Machine Products, Inc.
THE FRANKLIN FILTER 	76-655077	3,441,203	February 14, 2006 June 3, 2008	Franklin Machine Products, Inc.
THE FRANKLIN FILTER PLUS and Design 	76-702544	3,948,020	April 19, 2010 April 19, 2011	Franklin Machine Products, Inc.
EZ Parts and Design 	86-233953	n/a	March 27, 2014 Pending	Franklin Machine Products, Inc.