

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		04/03/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	QUALAWASH HOLDINGS, LLC		
Street Address:	500 N. WESTSHORE BOULEVARD		
Internal Address:	SUITE 435		
City:	TAMPA		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1373003	QUALAWASH	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	005104/0001		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	04/04/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of April 3, 2023, by Antares Capital LP, as administrative agent and collateral agent (in such capacities, “Administrative Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, QUALAWASH HOLDINGS, LLC, a Florida limited liability company (“Grantor”), and Administrative Agent were parties to that certain Intellectual Property Security Agreement, dated as of August 31, 2016 (the “Security Agreement”), pursuant to which the Grantor granted a security interest to Administrative Agent in the IP Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 31, 2016, at Reel 5869, Frame 0987;

WHEREAS, Grantor has requested that Administrative Agent release its security interest in the IP Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby terminates, releases, cancels, relinquishes and discharges its continuing security interest in all of Grantor’s right, title or interest in, to and/or under all of the following assets, whether now owned or existing or hereafter created, acquired or arising in favor of Grantor and regardless of where located (collectively the “IP Collateral”):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

(d) all proceeds of the foregoing.

2. Administrative Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent’s right, title and interest in and to the IP Collateral.

3. Administrative Agent 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 release of the security interest contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Kyle Blumer
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
QualaWash Holdings, LLC	1373003	QUALAWASH

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.