# CH \$90.00 789

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ic Version v1.1 ETAS ID: TM807707

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK RELEASE AND REASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
ANTARES CAPITAL LP		04/28/2023	Limited Partnership: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	Hydrotech, Inc.		
Street Address:	10052 Commerce park drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	Corporation: OHIO		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	78935990	
Serial Number:	78931022	HYDROTECH
Serial Number:	72368478	HYDROTECH

### **CORRESPONDENCE DATA**

**Fax Number:** 2028874288

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:** 2028874000

Email: mbeyene@akingump.com, DC IPDocketing@AKINGUMP.com

Correspondent Name: Mussie B Beyene Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	693260.0011		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/MUSSIE B BEYENE/		
DATE SIGNED:	05/03/2023		

### **Total Attachments: 3**

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "<u>Release</u>") is made as of April 28, 2023, by ANTARES CAPITAL LP, in its capacity as Agent ("<u>Agent</u>"). 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, Hydrotech, Inc. ("<u>Grantor</u>") and Agent are parties to that certain Trademark Security Agreement dated as of October 4, 2019 (the "<u>Security Agreement</u>") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 4, 2019, at Reel 6764, Frame 0324; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark 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. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Grantor (and any person or entity hereafter holding any right, title or interest in the Trademark Collateral of Grantor) is hereby authorized to record this Release with respect to the Trademark Collateral of Grantor.

[Signature Page Follows]

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

ANTARES CAPITAL LP

By: Jackary Williams

Title: Duly Authorized Signatory

# SCHEDULE 1

Mark	Application No.	Application Date	Registration No.	Registration Date
Design Only	78935990	7/24/06	3312502	10/16/07
HYDROTECH	78931022	7/17/06	3312469	10/16/07
HYDROTECH	72368478	8/19/70	1055821	1/4/77

Trademark Release and Reassignment

**RECORDED: 05/03/2023**