

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests Recorded at Reel/Frames 7242/0401, 7750/0527, and 7918/0990		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC BANK USA, as Administrative Agent		09/18/2023	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Commercial Foodservice Repair, Inc.		
Street Address:	80 International Drive		
Internal Address:	Suite 300		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29615		
Entity Type:	Corporation: SOUTH CAROLINA		
Name:	COMMERCIAL KITCHENS, INC.		
Street Address:	290 Bic Drive		
City:	Milford		
State/Country:	CONNECTICUT		
Postal Code:	06461		
Entity Type:	Corporation: CONNECTICUT		
Name:	1st Source Restaurant Services, Inc.		
Street Address:	665 E Jones St		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75057		
Entity Type:	Corporation: TEXAS		
Name:	Allied Service Group LLC		
Street Address:	46 N. Conalco Dr.		
City:	Jackson		
State/Country:	TENNESSEE		
Postal Code:	38301		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 10			

Property Type	Number	Word Mark
Registration Number:	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO
Registration Number:	4163211	TECH 24
Registration Number:	4166561	TECH-24
Registration Number:	3254956	SERVICE SOLUTIONS GROUP
Registration Number:	6100424	ESI
Registration Number:	1473521	ESI
Registration Number:	5328609	CK COMMERCIAL KITCHENS
Registration Number:	5328611	CK COMMERCIAL KITCHENS
Registration Number:	4532649	ALLIED SERVICE GROUP
Registration Number:	4402740	ARCSTX

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	45273-45
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	09/19/2023

Total Attachments: 5

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS, dated as of September 18, 2023 (the "Release"), from **CIBC BANK USA** as Administrative Agent for all of the Lenders party to the Credit Agreement (as hereinafter defined) (the "Agent"), to **COMMERCIAL FOODSERVICE REPAIR, INC.**, a South Carolina corporation ("CFR"), **COMMERCIAL KITCHENS, INC.**, a Connecticut corporation ("CKI"), **1ST SOURCE RESTAURANT SERVICES, INC.**, a Texas corporation ("1st Source") and **ALLIED SERVICE GROUP LLC**, a Tennessee limited liability company ("Allied" and together with CFR, CKI and 1st Source, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 30, 2021, which was amended and restated by that certain Amended and Restated Credit Agreement dated as of October 7, 2022 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Credit Agreement"), Grantors granted to Agent a security interest (the "Security Interest") in substantially all assets of each Grantor;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of March 30, 2021, by and between Agent and CFR (the "March 2021 Trademark Security Agreement"), which was amended and restated by that certain Amended and Restated Trademark Security Agreement, dated as of December 3, 2021, by and between Agent, CFR and CKI (the "December 2021 Trademark Security Agreement"), which was further amended and rested by that certain Second Amended and Restated Trademark Security Agreement, dated as of October 7, 2022, by and between the Agent and Grantors (the "October 2022 Trademark Security Agreement"), (the October 2022 Trademark Security Agreement, March 2021 Trademark Security Agreement and December 2021 Trademark Security Agreement are hereinafter collectively referred to as the "Trademark Security Agreements" and each individually a "Trademark Security Agreement"), the respective Grantors granted to the Agent the Security Interest specifically in certain intellectual property (as specified in the respective Trademark Security Agreement), including, without limitation, the trademarks and trademark applications and the copyright registrations and applications set forth on Schedule A attached hereto;

WHEREAS, the March 2021 Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on April 1, 2021 at Reel 7242 and Frame 0401, the December 2021 Trademark Security Agreement was recorded with the USPTO on June 13, 2022 at Reel 7750 and Frame 0527, and the October 2022 Trademark Security Agreement was recorded with the USPTO on October 7, 2022 at Reel 7918 and Frame 0990;

WHEREAS, the October 2022 Trademark Security Agreement was recorded was recorded at the United States Copyright Office on October 7, 2022, with document number V15010D286; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the intellectual property, including, without limitation, the trademarks and trademark

applications and the copyright registrations and applications set forth on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the respective Trademark Security Agreement and Credit Agreement, as applicable.

2. Release of Security Interest. The Agent, on behalf of the Lenders, hereby terminates the Trademark Security Agreements, and terminates, cancels releases, and discharges, without recourse, representation, or warranty, its Security Interest in the intellectual property set forth on Schedule A, including:

(a) each trademark and trademark application owned by the Grantors, including, without limitation, each trademark and trademark application referred to in Schedule A annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(b) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule A annexed hereto; and

(c) all right, title and interest in and to all of the Grantors' owned or existing and hereafter acquired or arising copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, copyright registrations recorded by, copyright applications filed with, the U.S. Copyright Office and listed on Schedule A, and all renewals of any of the foregoing;

and any right, title, or interest of the Agent in the intellectual property (as specified in the Trademark Security Agreements) shall hereby cease and become void. The Agent, on behalf of the Lenders, hereby assigns to the Grantors all of its right, title, and interest in, to, and under the intellectual property (as specified in the Trademark Security Agreements), including, without limitation, the trademarks and trademark applications and the copyright registrations and applications set forth on Schedule A attached hereto. The Agent authorizes the recordation of this Release with the U.S. Patent and Trademark Office and the U.S. Copyright Office at the Grantor's expense.

3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

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

ADMINISTRATIVE AGENT:

CIBC BANK USA

By: 

Mark Ossman

Managing Director

*Signature Page to Termination and Release of
Trademark Security Agreement*

VF#62713832

**TRADEMARK
REEL: 008202 FRAME: 0365**

SCHEDULE A

Trademarks

Reel/Frame 7242/0401

Property Type	Number	Word Mark
Registration Number:	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO
Registration Number:	4163211	TECH 24
Registration Number:	4166561	TECH-24
Registration Number:	3254956	SERVICE SOLUTIONS GROUP
Registration Number:	6100424	ESI
Registration Number:	1473521	ESI

Reel/Frame 7750/527

Property Type	Number	Word Mark
Registration Number:	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO
Registration Number:	4163211	TECH 24
Registration Number:	4166561	TECH-24
Registration Number:	3254956	SERVICE SOLUTIONS GROUP
Registration Number:	6100424	ESI
Registration Number:	1473521	ESI
Registration Number:	5328609	CK COMMERCIAL KITCHENS
Registration Number:	5328611	CK COMMERCIAL KITCHENS

Reel/Frame 7918/0990 and V15010 D286 (copyright)

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Commercial Foodservice Repair, Inc.	87074995	5283687	June 17, 2016	September 12, 2017
Commercial Foodservice Repair, Inc.	85255783	4163211	March 2, 2011	June 26, 2012
Commercial Foodservice Repair, Inc.	85268320	4166561	March 16, 2011	July 3, 2012
Commercial Foodservice Repair, Inc.	78712447	3254956	September 14, 2005	June 26, 2007
Commercial Foodservice Repair, Inc.	88729963	6100424	December 17, 2019	July 14, 2020

Schedule B-1

Commercial Foodservice Repair, Inc.	73627980	1473521	October 31, 1986	January 19, 1988
Commercial Kitchens, Inc.	87394327	5328609	March 31, 2017	November 7, 2017
Commercial Kitchens, Inc.	87394379	5328611	March 31, 2017	November 7, 2017
Allied Service Group, LLC	86047364	4532649	August 25, 2013	May 20, 2014
1st Source Restaurant Services, Inc.	85773680	4402740	November 7, 2012	September 17, 2013

Canadian Trademarks

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Commercial Foodservice Repair, Inc.	1844516	TMA1021745	June 27, 2017	May 15, 2019
Commercial Foodservice Repair, Inc.	1844517	TMA1021747	June 27, 2017	May 15, 2019
Commercial Foodservice Repair, Inc.	1844518	TMA1021744	June 27, 2017	May 15, 2019
Commercial Foodservice Repair, Inc.	1844519	TMA1021741	June 27, 2017	May 15, 2019

Copyrights

Grantor	Copyright Title	Copyright Registration Number	Registration Date
Commercial Foodservice Repair, Inc.	Equipment maintenance program.	TXu000099976	May 28, 1982