TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM848517

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Antares Capital LP, as administrative agent		10/24/2023	Limited Partnership: DELAWARE	

RECEIVING PARTY DATA

Name:	TravelPro Products, Inc.	
Street Address:	320 Park Avenue, Suite 1600	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10022	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5851591	PRECISIONGLIDE
Registration Number:	5992480	TRAVELPRO ESSENTIALS
Registration Number:	5786825	GET THE UPGRADE
Registration Number:	5916485	VERSAPACK
Registration Number:	5939694	EXPERT
Registration Number:	5741565	TRAVELPRO ID THEFTBLOCK
Registration Number:	5699354	TRAVELPRO QUICKSLIP
Registration Number:	5474512	
Registration Number:	5474516	TRAVELPRO
Registration Number:	5672078	BLUESMART
Serial Number:	88735293	MAXACCESS CUBES
Serial Number:	87668162	FLIGHTCREW

CORRESPONDENCE DATA

900809218

Fax Number: 3125774565

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: 312-577-8265

kristin.brozovic@katten.com Email: **Correspondent Name:** Kristin Brozovic c/o Katten

TRADEMARK

REEL: 008237 FRAME: 0983

	525 W Monroe St Chicago, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	387132-212	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	10/25/2023	

Total Attachments: 4

source=TravelPro -- trademark release final 2023 (TravelPro - 2020) -- 10-24#page1.tif source=TravelPro -- trademark release final 2023 (TravelPro - 2020) -- 10-24#page2.tif source=TravelPro -- trademark release final 2023 (TravelPro - 2020) -- 10-24#page3.tif source=TravelPro -- trademark release final 2023 (TravelPro - 2020) -- 10-24#page4.tif

TRADEMARK REEL: 008237 FRAME: 0984

TRADEMARK RELEASE

THIS TRADEMARK RELEASE, dated as of October 24, 2023 (this "Release"), is made by Antares Capital LP, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of TravelPro Products, Inc., a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain First Lien Credit Agreement, dated as of May 20, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Grantor, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, Grantor entered into a First Lien Security Agreement, dated as of May 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the other "Grantors" party thereto and Administrative Agent, pursuant to which Grantor pledged its assets as security for the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement, dated as of October 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), pursuant to which Grantor granted to Administrative Agent, for the benefit of the Secured Parties,

a security interest in all right, title or interest in or to (the "<u>Security Interest</u>") in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 15, 2020 at Reel 7099, Frame 0892; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

- <u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Security Agreement.
- <u>Section 2.</u> <u>Release of Security Interest in Trademark Collateral.</u> Administrative Agent hereby terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the "<u>Trademark Collateral</u>") shall hereby cease and become void:
 - (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United* States Patent and Trademark Office, including the registrations and registration applications listed in <u>Schedule A</u> hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

TRADEMARK
REEL: 008237 FRAME: 0985

trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby;

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof;
 - (iii) all rights corresponding to the foregoing throughout the world; and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.
- <u>Section 3.</u> <u>Further Assurances.</u> Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.
- Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

By: Coln W. Torrance
Name: Colin Torrance

Title: Duly Authorized Signatory

Trademark Release (TravelPro)

TRADEMARK

REEL: 008237 FRAME: 0987

 $\frac{SCHEDULE\ A}{Trademark\ Registrations\ and\ Applications}$

Trademark	Application Number	Application Date	Registration Number	Registration Date	Record Owner
MAXACCESS CUBES	88735293	12/20/19	N/A	N/A	Travelpro Products, Inc.
PRECISIONGLIDE	88339516	3/14/19	5851591	9/3/2019	Travelpro Products, Inc.
TRAVELPRO ESSENTIALS	88322544	3/1/19	5992480	2/18/2020	Travelpro Products, Inc.
GET THE UPGRADE	88201652	11/20/18	5786825	6/25/2019	Travelpro Products, Inc.
VERSAPACK	88197171	11/16/18	5916485	11/19/2019	Travelpro Products, Inc.
EXPERT	88197234	11/16/18	5939694	12/17/2019	Travelpro Products, Inc.
TRAVELPRO ID THEFTBLOCK	87956527	6/11/18	5741565	4/30/2019	Travelpro Products, Inc.
TRAVELPRO QUICKSLIP	87956574	6/11/18	5699354	3/12/2019	Travelpro Products, Inc.
FLIGHTCREW	87668162	11/1/17	N/A	N/A	Travelpro Products, Inc.
Design Only	87631909	10/3/17	5474512	5/22/2018	Travelpro Products, Inc.
TRAVELPRO	87632002	10/3/17	5474516	5/22/2018	Travelpro Products, Inc.
BLUESMART	86984221	10/14/15	5672078	2/12/2019	Travelpro Products, Inc.

TRADEMARK REEL: 008237 FRAME: 0988

RECORDED: 10/25/2023