

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7553/0096		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		11/07/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	MARVAIR, INC.		
Street Address:	156 Seedling Drive		
City:	Cordele		
State/Country:	GEORGIA		
Postal Code:	31015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5531100	CLASSAIRE	
Registration Number:	2669045	COMPAC	
Registration Number:	3868130	DYNAPACK	
Registration Number:	2666247	EUBANK	
Registration Number:	3755669	GREENCUBE	
Registration Number:	2666481	GREENWHEEL	
Registration Number:	4838574	INDUSTRIAL CLIMATE ENGINEERING	
Registration Number:	2728803	MARVAIR	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Ke Yang Xia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668.561		

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NAME OF SUBMITTER:	Ke Yang Xia
SIGNATURE:	/Ke Yang Xia/
DATE SIGNED:	11/07/2023
Total Attachments: 3 source=AirX - Release of Trademark Security Agreement (Marvair) (Executed)#page1.tif source=AirX - Release of Trademark Security Agreement (Marvair) (Executed)#page2.tif source=AirX - Release of Trademark Security Agreement (Marvair) (Executed)#page3.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of November 7, 2023 (this “Release”) is made by ARES CAPITAL CORPORATION, in its capacity as administrative agent and collateral agent (the “Administrative Agent”) under that certain Trademark Security Agreement, dated as of January 7, 2022, executed by MARVAIR, INC., a Delaware corporation (the “Grantor”), in favor of the Administrative Agent, for the benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), in favor of the Grantor. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Collateral Agreement referenced in the Trademark Security Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on January 7, 2022 at Reel 7553, Frame 0096, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, on and to all of the Grantor’s right, title and interest in all of the Trademark Collateral, including the United States registered trademarks and trademark applications set forth on the attached Schedule 1; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of November 6, 2023, by and among the Grantor, the Administrative Agent and certain other parties party thereto, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Trademark Security Agreement, (b) terminate the security interest created under the Trademark Security Agreement in the Trademark Collateral, including without limitation the United States registered trademarks and trademark applications set forth on the attached Schedule 1, (c) release its security interest in the Trademark Collateral, (d) discharge any and all rights, title and interest it has in the Trademark Collateral, and (e) reassign, grant, and convey all rights and interests the Administrative Agent may have in the Trademark Collateral to the Grantor.

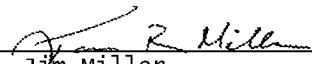
The Administrative Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

The Administrative Agent authorizes and requests that the Commissioner of Trademarks of the USPTO and any other applicable government officer record this Release.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Jim Miller
Title: Authorized Signatory

SCHEDULE 1

Trademark Collateral

Reel 7553, Frame 0096

Mark	Serial Number	Registration Number	Owner	Filing Date
CLASSAIRE	87-304026	5,531,100	Marvair, Inc.	January 17, 2017
COMPAC	76-388944	2,669,045	Marvair, Inc.	March 28, 2002
DYNAPACK	77-652268	3,868,130	Marvair, Inc.	January 19, 2009
EUBANK	76-366820	2,666,247	Marvair, Inc.	February 4, 2002
GREENCUBE	77-585938	3,755,669	Marvair, Inc.	October 6, 2008
GREENWHEEL	76-388943	2,666,481	Marvair, Inc.	March 28, 2002
INDUSTRIAL CLIMATE ENGINEERING	86-308246	4,838,574	Marvair, Inc.	June 12, 2014
MARVAIR	76-388942	2,728,803	Marvair, Inc.	March 28, 2002