# ETAS ID: TM866633

Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (releases Reel 006218, Frame 0863)

TRADEMARK ASSIGNMENT COVER SHEET

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL, LP as Administrative Agent		01/04/2024	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ALLESON OF ROCHESTER, INC.
Street Address:	2921 BRIGHTON HENRIETTA TOWN LINE ROAD
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14623
Entity Type:	Corporation: NEW YORK
Name:	Battle4D, Inc.
Street Address:	2921 BRIGHTON HENRIETTA TOWN LINE ROAD
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14623
Entity Type:	Corporation: NEW YORK

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2921663	ALLESON
Registration Number:	2921664	ALLESON ATHLETIC
Registration Number:	4010670	AUTHENTIC MILITARY SPORTSWEAR
Registration Number:	4041322	BATTLEFIELD COLLECTION
Registration Number:	4038144	
Registration Number:	4038147	HONOR THE PAST, INSPIRE THE FUTURE
Registration Number:	3815950	OFFICIAL FLAG FOOTBALL JERSEY

#### **CORRESPONDENCE DATA**

Fax Number: 7147558290

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: 714-540-1235

**TRADEMARK** 

REEL: 008311 FRAME: 0366

900826590

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000 Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan	
SIGNATURE:	/atk/	
DATE SIGNED:	01/08/2024	

**Total Attachments: 3** 

source=Trademark Release to R6218F0863#page1.tif source=Trademark Release to R6218F0863#page2.tif source=Trademark Release to R6218F0863#page3.tif

TRADEMARK REEL: 008311 FRAME: 0367

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "*Termination and Release*") is granted as of January 4, 2024 by **ANTARES CAPITAL, LP** ("**Antares**"), in its capacity as Administrative Agent (the "**Administrative Agent**") for the Secured Parties (as defined in the First Lien Credit Agreement), in favor of **ALLESON OF ROCHESTER, INC.**, a New York corporation, and Battle4D, Inc., a New York corporation (collectively, the "*Grantors*").

**WHEREAS**, the Grantors executed and delivered that certain Trademark Security Agreement Supplement, dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Grant*"), granting the Administrative Agent a security interest in and lien on the Additional Trademark Collateral (as defined therein), which was recorded with the United States Patent and Trademark Office ("*USPTO*") on November 30, 2017, at Reel 006218, Frame 0863;

WHEREAS, the Grantors have requested that the Administrative Agent hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantors in, to and under all of the Additional Trademark Collateral as herein provided; and

WHEREAS, the Grantors have requested that the Administrative Agent provide a document suitable for recording with the USPTO to evidence the release of the Administrative Agent's security interests in and liens on the Additional Trademark Collateral as herein provided.

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

- 1. terminates the Grant and releases, terminates and discharges all liens and security interests in the Grantors' right, title and interest in, to and under (i) the Additional Trademark Collateral, including without limitation those trademarks and trademark applications identified in <a href="Schedule A">Schedule A</a> hereto, (ii) all proceeds and products of the Additional Trademark Collateral, (iii) all goodwill associated therewith, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Additional Trademark Collateral or unfair competition regarding the same; and assigns, transfers and conveys to Grantors any interest in all of the foregoing, including any lien and security interest thereof; and
- 2. authorizes and requests that this Termination and Release be recorded with the USPTO.

[Signature page follows]

TRADEMARK REEL: 008311 FRAME: 0368

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

ANTARES	CAPITAL,	LP as	Administrative
Agent			

By:\_\_\_\_\_\_\_Name: Beth Troyer

Title: Duly Authorized Signatory

## $\underline{\textbf{SCHEDULE}\; \textbf{A}}$

#### 1. REGISTERED TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Alleson of Rochester, Inc.	2,921,663	ALLESON
Alleson of Rochester, Inc.	2,921,664	ALLESON ATHLETIC
Battle4D, Inc.	4,010,670	AUTHENTIC MILITARY SPORTSWEAR
Battle4D, Inc.	4,041,322	BATTLEFIELD COLLECTION
Battle4D, Inc.	4,038,144	
Battle4D, Inc.	4,038,147	HONOR THE PAST, INSPIRE THE FUTURE
Alleson of Rochester, Inc. d/b/a Alleson Athletic	3,815,950	Official Flag Football Jersey

### 2. TRADEMARK APPLICATIONS

None.

**RECORDED: 01/08/2024** 

TRADEMARK REEL: 008311 FRAME: 0370