

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI32090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		02/01/2024	Corporation: MARYLAND
RECEIVING PARTY DATA			
Company Name:	Gasbuddy, LLC		
Street Address:	14241 Dallas Parkway, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88472377	GASBUDDY. FUEL BETTER.	
Serial Number:	87947508	GASBACK	
Serial Number:	87947566	GASBACK	
Serial Number:	87941437		
Serial Number:	87941441		
Serial Number:	87939933	PAY WITH GASBUDDY	
Serial Number:	87338843	TANK TAKEOVER	
Serial Number:	87245573		
Serial Number:	86900266	GASBUDDY	
Serial Number:	86900265	GASBUDDY	
Serial Number:	86063284	GASBUDDY	
Serial Number:	77082630	GASBUDDY	
Registration Number:	5300578	TANK TAKEOVER	
CORRESPONDENCE DATA			
Fax Number:	3477102662		
<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)3732576		
Email:	mmcguire@paulweiss.com,rjerry@paulweiss.com		

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Correspondent Name: Michael McGuire
Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 023630-002

NAME OF SUBMITTER: Michael McGuire

SIGNATURE: Michael McGuire

DATE SIGNED: 02/16/2024

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of February 1, 2024 (“Release”), is made by ARES CAPITAL CORPORATION (“Agent”), in favor of Gasbuddy, LLC (“Grantor”).

WHEREAS, Agent, Grantor, and the other parties thereto have entered into that certain Second Lien Security Agreement, dated as of March 19, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of June 9, 2021, by and between Agent and Grantor (the “IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 007324 Frame 0664 on June 11, 2021;

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

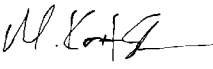
(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

ARES CAPITAL CORPORATION

By:  _____
Name: M. Kort Schnabel
Title: Authorized Signatory

Schedule A

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	App. Number	App. Date	Reg. No.	Reg. Date	Owner
	88472377	13-JUN-2019	6240634	05-JAN-2021	GASBUDDY, LLC
	87947508	04-JUN-2018	5840759	20-AUG-2019	GASBUDDY, LLC
GASBACK	87947566	04-JUN-2018	5840760	20-AUG-2019	GASBUDDY, LLC
GASBACK	87941437	30-MAY-2018	5892266	22-OCT-2019	GASBUDDY, LLC
	87941441	30-MAY-2018	5684250	26-FEB-2019	GASBUDDY, LLC
	87939933	29-MAY-2018	5684244	26-FEB-2019	GASBUDDY, LLC
PAY WITH GASBUDDY	87345307	22-FEB-2017	5300578	03-OCT-2017	GASBUDDY, LLC
TANK TAKEOVER	87338843	16-FEB-2017	5300154	03-OCT-2017	GASBUDDY, LLC
TANK TAKEOVER	87245573	22-NOV-2016	5223259	13-JUN-2017	GASBUDDY, LLC
	86900266	08-FEB-2016	5863423	17-SEP-2019	GASBUDDY, LLC
GASBUDDY	86900265	08-FEB-2016	5863422	17-SEP-2019	GASBUDDY, LLC
GASBUDDY	86063284	12-SEP-2013	4554967	24-JUN-2014	GASBUDDY, LLC
GasBuddy	77082630	13-JAN-2007	3296816	25-SEP-2007	GASBUDDY, LLC

TRADEMARK APPLICATIONS

NONE.