

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK RELEASE - 2L

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative agent		03/02/2021	Limited Partnership:

RECEIVING PARTY DATA

Name:	Integra Optics, Inc.
Street Address:	17802 Fitch
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5638694	I INTEGRA OPTICS
Registration Number:	5638693	I INTEGRA OPTICS
Registration Number:	5519285	INTEGRA OPTICS
Registration Number:	5420145	THE MOST TRUSTED NAME IN UPTIME
Registration Number:	5395766	SMARTCODER
Registration Number:	5202600	INTEGRAOPTICS
Registration Number:	4785590	SMARTER SOLUTIONS FOR A CONNECTED WORLD
Registration Number:	4700679	INTEGRAOPTICS
Registration Number:	4558323	WHO SAYS QUALITY CAN'T COST LESS.
Registration Number:	5740894	CORE OPTICS
Registration Number:	5740868	CORE OPTICS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Christopher Chan

Address Line 1: Weil, Gotshal & Manges LLP

CH \$290.00 5638694

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Chris Chan - 54514.0010

NAME OF SUBMITTER: Christopher Chan

SIGNATURE: /Christopher Chan/

DATE SIGNED: 03/03/2021

Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of March 2, 2021, by ANTARES CAPITAL LP, in its capacity as administrative agent and as collateral agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, “Administrative Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below).

WITNESSETH:

WHEREAS, Integra Optics, Inc., a New York corporation (the “Grantor”), the other grantors from time to time party thereto and Administrative Agent are parties to that certain Second Lien Pledge and Security Agreement dated as of May 27, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, to secure payment and performance in full of the Secured Obligations, Grantor entered into that certain Trademark Security Agreement dated as of June 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) pursuant to which the Grantor granted a security interest to Administrative Agent, on behalf of itself and the Secured Parties, in certain Trademarks and Trademark Collateral, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 4, 2019, at Reel 6660, Frame 0744; and

WHEREAS, Grantor has requested that Administrative Agent terminate, cancel, release and discharge, on behalf of itself and the Secured Parties, its security interest in the Released Trademarks and Released Trademark Collateral (each as defined below).

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

1. Administrative Agent hereby absolutely, unconditionally and irrevocably:
 - a) terminates, cancels, releases and discharges its Lien on and security interest in all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (collectively the “Released Trademark Collateral”):
 - (i) all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, (the “Released Trademarks”);
 - (ii) all goodwill associated with or symbolized by the Released Trademarks;
 - (iii) all assets, rights and interests that uniquely reflect or embody the Released Trademarks;
 - (iv) the right to sue third parties for past, present and future infringements or dilutions of any Released Trademarks; and

- (v) all proceeds of and rights associated with the foregoing;
- b) terminates the Trademark Security Agreement and any other agreement under which Grantor has granted the Administrative Agent or any of the other Secured Parties, prior to the date hereof, a collateral mortgage, pledge, hypothecation, grant, assignment, Lien or security interest in, to or under the Released Trademarks or Released Trademark Collateral; and
- c) terminates all of the Administrative Agent's and the other Secured Parties' right, title and interest in, to and under the Released Trademarks and the Released Trademark Collateral.

2. Administrative Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office to record this Release.

3. At the request and sole expense of Grantor, Administrative Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purpose of this Release.

4. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

5. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. This Release shall be binding upon the Administrative Agent's and the Secured Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns. This Release may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Unless this Release states otherwise, any reference to "any" shall mean "any and all" and "or" is used in the inclusive sense of "and/or".

[Signature Page Follows]

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

ANTARES CAPITAL LP, as Administrative Agent

Beth L. Troyer


By: _____

Name: Beth L. Troyer

Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Integra Optics, Inc.	5638694	I INTEGRA OPTICS
	5638693	I INTEGRA OPTICS
	5519285	INTEGRA OPTICS
	5420145	THE MOST TRUSTED NAME IN UPTIME
	5395766	SMARTCODER
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	4558323	WHO SAYS QUALITY CAN'T COST LESS.
	5740894	
	5740868	CORE OPTICS

TRADEMARK APPLICATIONS

None.