

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC, as collateral agent		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Arctic Bear Plumbing, Heating & Air, LLC		
Street Address:	50 Holleder Parkway		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14615		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6063163	ARCTIC BEAR PLUMBING, HEATING, AIR & WAT	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Erik Zimmerman		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	E.Zimmerman-74794.0062		
NAME OF SUBMITTER:	Erik Zimmerman		
SIGNATURE:	/Erik Zimmerman/		
DATE SIGNED:	05/01/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of May 1, 2023, by Varagon Capital Partners Agent, LLC, as collateral agent (in such capacity, "Collateral Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Arctic Bear Plumbing, Heating & Air, LLC, a New York limited liability company ("Grantor"), and Collateral Agent were parties to that certain Intellectual Property Security Agreement, dated as of November 15, 2021 (the "Security Agreement"), pursuant to which the Grantor granted a security interest to Collateral Agent in the IP Collateral (as defined below) as security for certain obligations owing by Grantor to Collateral Agent, including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 15, 2021, at Reel 7495, Frame 0184;

WHEREAS, Grantor has requested that Collateral Agent release its security interest in the IP Collateral and reassign any and all rights in the same to Grantor.

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

1. Collateral Agent hereby fully and finally terminates, releases, cancels, relinquishes and discharges its continuing security interest in all of Grantor's entire right, title and interest in, to and/or under all of the following assets, whether now owned or existing or hereafter created, acquired or arising in favor of Grantor and regardless of where located (collectively, the "IP Collateral"):

(a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

(d) all proceeds of the foregoing.

2. Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the IP Collateral.

3. Collateral Agent, without any representation, recourse or undertaking by Collateral Agent, hereby terminates and cancels the Security Agreement.

4. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

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

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Collateral Agent

By: Varagon Capital Partners, L.P., its sole Member

By: 
Name: Terry Robinson
Title: Senior Managing Director

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Arctic Bear Plumbing, Heating & Air, LLC	6063163	5/26/2020	Adult Polar Bear with a baby Polar Bear, standing on a chunk of ice, with a water drop to the side and back. Stylized lettering spelling "Arctic Bear" over artwork and "Plumbing, Heating, Air & Water Treatment" wording in oval solid shape.

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.