

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI165152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, as Agent		04/12/2024	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Company Name:	LUCITY, INC.
Street Address:	10561 Barkley
Internal Address:	Suite 100
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66212
Entity Type:	Corporation: KANSAS
Company Name:	TELLUS SAFETY SOLUTIONS, LLC
Street Address:	655 E. Medical Drive
Internal Address:	Suite 100
City:	Bountiful
State/Country:	UTAH
Postal Code:	84010
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4068641	LUCITY
Registration Number:	2235703	GBA WORK MASTER
Registration Number:	2293256	GBA GIS MASTER
Registration Number:	2846509	FATPOT

CORRESPONDENCE DATA

Fax Number:

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: (800)221-0102

Email: ipteam@coagencyglobal.com

TRADEMARK

Correspondent Name: Khadijah Sampson
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2330748

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 04/15/2024

Total Attachments: 3

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 12, 2024, is made by ANTARES CAPITAL LP, as Collateral Agent for the Secured Parties (in such capacity, the “Agent”) in favor of LUCITY, INC. and TELLUS SAFETY SOLUTIONS, LLC (each, a “Grantor” and together, the “Grantors”). Capitalized terms used but not defined herein have the meanings given to them in the Trademark Security Agreement (as defined below), whether defined directly therein or by reference to another agreement.

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of August 31, 2018, by and among the Grantors, the Agent and certain other parties (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors executed and delivered in favor of the Agent that certain Second Lien Grant of Security Interest in Trademarks, dated August 27, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on August 28, 2019 at Reel/Frame 6731/0212 (with respect to Lucity, Inc.) and at Reel/Frame 6731/0281 (with respect to Tellus Safety Solutions, LLC);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in (the “Security Interest”) all of such Grantor’s right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks of such Grantor listed on Schedule I hereto; and

WHEREAS, the Grantors have requested that the Agent terminate and release its Security Interest in the Trademark Collateral.


NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates and cancels the Trademark Security Agreement, (ii) terminates, cancels, discharges and releases its Security Interest in the Trademark Collateral and (iii) re-assigns to each Grantor any right, title or interest it may have in or to the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral of such Grantor) is hereby authorized to record this Release with the USPTO with respect to the Trademark Collateral of such Grantor.

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

ANTARES CAPITAL LP, as Agent

By: 
Name: Phillip Smith
Title: Duly Authorized Signatory

[Signature Page to Release of Second Lien Security Interest in Trademarks]

TRADEMARK
REEL: 008398 FRAME: 0764

SCHEDULE I

U.S. Trademark Registrations and Applications

No	SERIAL NO.	FILING	REG. NO.	MARK	REG. DATE	REGISTRANT
1	85/247,644	February 21, 2011	4,068,641	LUCITY	December 6, 2011	Lucity, Inc.
2	75/324,109	July 14, 1997	2,235,703	GBA WORK MASTER	March 30, 1999 ¹	Lucity, Inc. (f/k/a/GBA Master Series, Inc.)
3	75/324,420	July 14, 1997	2,293,256	GBA GIS MASTER	November 16, 1999 ²	Lucity, Inc. (f/k/a GBA Master Series, Inc.)
4	78/138,772	June 25, 2002	2,846,509	FATPOT	May 25, 2004	Tellus Safety Solutions, LLC