

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 044691/0499 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ANTARES CAPITAL LP | 10/02/2023 |
| RECEIVING PARTY DATA | |
| Name: | FOODWARE, LLC (F/K/A DWL INTERNATIONAL TRADING, LLC) |
| Street Address: | 65 INDUSTRIAL ROAD |
| City: | LODI |
| State/Country: | NEW JERSEY |
| Postal Code: | 07644 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | D601390 |
| Patent Number: | D751332 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)862-2200 |
| <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> | |
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| NAME OF SUBMITTER: | ROB SONESON |
| SIGNATURE: | /rsoneson/ |
| DATE SIGNED: | 10/03/2023 |
| Total Attachments: 4 | |
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PATENT SECURITY AGREEMENT RELEASE AND REASSIGNMENT

THIS PATENT SECURITY AGREEMENT RELEASE AND REASSIGNMENT (the “Release”) is made as of October 2, 2023, by Antares Capital LP, in its capacity as administrative agent (“Agent”) in favor of Foodware, LLC, a Delaware limited liability company, f/k/a DWL International Trading, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Patent Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor (as DWL International Trading, LLC) and Agent are party to: (i) that certain the Credit Agreement, dated as of February 16, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) that certain Guaranty and Security Agreement, dated as of February 16, 2016, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and (iii) that certain Patent Security Agreement, dated as of December 18, 2017, which was recorded by the Patent Division of the United States Patent and Trademark Office on January 22, 2018, at Reel 044691, Frame 0499 (the “Patent Security Agreement”);

WHEREAS, pursuant to the Patent Security Agreement, the Grantor has mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under certain Trademark Collateral (as defined below) as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of its Obligations, including the Patent Collateral set forth on Schedule A annexed hereto;

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

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

1. Agent hereby releases and terminates its Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the following Collateral of the Grantor (collectively, the “Patent Collateral”):

(i) all of Grantor’s Patents, including, without limitation, the Patents referred to on Schedule A hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

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

3. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

ANTARES CAPITAL LP, as Agent

By: 
Name: Brendan Condron
Title: Duly Authorized Signatory

SCHEDULE A

Patents

| Title | Application No. | Application Date | Patent No. | Patent Date |
|-----------------------|-----------------|------------------|------------|-------------|
| PIZZA SERVING UTENSIL | 29313057 | 12/3/08 | D601390 | 10/6/09 |
| PAN CORNER | 29509647 | 11/19/14 | D751332 | 3/15/16 |