

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8238266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT	10/24/2023
RECEIVING PARTY DATA	
Name:	TRAVELPRO BSI, INC.
Street Address:	320 PARK EVENUE, SUITE 1600
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D767893
Patent Number:	D779211
Patent Number:	D795045
Application Number:	14722980
Application Number:	15388413
Application Number:	15389044
Application Number:	29614486
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
<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:	312-577-8265
Email:	kristin.brozovic@katten.com
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN
Address Line 1:	525 W MONROE ST
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	387132-212
NAME OF SUBMITTER:	KRISTIN BROZOVIC
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/24/2023

PATENT

Total Attachments: 4

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PATENT RELEASE

THIS PATENT RELEASE, dated as of October 24, 2023 (this “Release”), is made by Antares Capital LP, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of TravelPro BSI, Inc., a Delaware corporation (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain First Lien Credit Agreement, dated as of May 20, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among Grantor, the other Loan Parties from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto, Grantor entered into a First Lien Security Agreement, dated as of May 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, the other “Grantors” party thereto and Administrative Agent, pursuant to which Grantor pledged its assets as security for the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor and Administrative Agent were parties to that certain Patent Security Agreement, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), pursuant to which Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to (the “Security Interest”) in the Patent Collateral (as defined below), including the Patents set forth on Schedule A attached hereto;

WHEREAS, the Patent Security Agreement was recorded by the Patent Division of the United States Patent and Trademark Office on June 28, 2018 at Reel 046233, Frame 0330; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Administrative Agent hereby states as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Release of Security Interest in Patent Collateral. Administrative Agent hereby terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Patent Collateral”) shall hereby cease and become void:

- (i) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including any of the foregoing listed in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof;
- (iii) all rights corresponding to the foregoing throughout the world; and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

Section 3. Further Assurances. Administrative Agent hereby agrees, at Grantor's expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

Section 4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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

Very truly yours,

ANTARES CAPITAL LP, as Administrative Agent

By: Colin W. Torrance

Name: Colin Torrance

Title: Duly Authorized Signatory

SCHEDULE A

Patent Registrations and Applications

Title	Application/ Patent No.	Filed	Status	Record Owner
Active Container	14/722,980	May 27, 2015	Pending	Travelpro BSI, Inc.
Active Container	15/388,413	Dec 22, 2016	Pending	Travelpro BSI, Inc.
Active Container	15/389,044	Dec 22, 2016	Pending	Travelpro BSI, Inc.
Suitcase	D767893	Sept 8, 2015	Granted	Travelpro BSI, Inc.
Suitcase Closure	D779211	Sept 11, 2015	Granted	Travelpro BSI, Inc.
Container Wheel	D795045	April 30, 2015	Granted	Travelpro BSI, Inc.
Container Wheel	29/614,486	Aug 18, 2017	Pending	Travelpro BSI, Inc.