CH \$40.00 38727

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM404204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		11/01/2016	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Blackhawk Specialty Tools, LLC	
Street Address:	11936 Brittmoore Park Drive	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77041	
Entity Type:	Limited Liability Company: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3872755	BLACKHAWK

CORRESPONDENCE DATA

Fax Number: 2017095875

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: 212-596-9099

Email: scott.rolnik@ropesgray.com

Correspondent Name: Scott E. Rolnik

Address Line 1: 1211 Avenue of the Americas

Address Line 2: Ropes & Gray LLP

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	BCCI-700-009
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	11/02/2016

Total Attachments: 4

source=Release of Security Interest#page1.tif source=Release of Security Interest#page2.tif source=Release of Security Interest#page3.tif

source=Release of Security Interest#page4.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE, dated as of November 1, 2016, is made by Antares Capital LP (successor to General Electric Capital Corporation), in its capacity as administrative agent (in such capacity, the "Agent"), pursuant to the Credit Agreement, originally dated as of August 1, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor (as defined below), Blackhawk Intermediate Holdings, Inc., each Lender (as defined therein) from time to time party thereto, the Agent and the other parties thereto, and the Security Agreement, originally dated as of August 1, 2013 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Agent and the grantors from time to time party thereto, including the Grantor. Capitalized terms not otherwise defined herein have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

WITNESSETH

WHEREAS, Blackhawk Specialty Tools, LLC, a Delaware corporation (the "<u>Grantor</u>") is a party to the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor executed (i) the Trademark Security Agreement dated as of August 1, 2013 (the "<u>Trademark Security Agreement</u>") and recorded with the U.S. Patent and Trademark Office ("<u>USPTO</u>") on August 1, 2013 at Reel/Frame No. 5083/0605, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its right, title or interest in, to or under the Owned Trademarks and (ii) the Patent Security Agreement dated as of August 1, 2013 (the "<u>Patent Security Agreement</u>") and recorded with the USPTO on August 1, 2013 at Reel/Frame No. 30937/0684, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its right, title or interest in, to or under the Owned Patents;

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 and recorded August 31, 2015 with the USPTO at Reel/Frame Nos. 5612/0220 and 36508/0792, General Electric Capital Corporation assigned and transferred to Antares Capital LP and its successors and assigns, all of its right, title and interest in and to the Trademark Security Agreement and the Patent Security Agreement;

WHEREAS, as of the date hereof, all of the obligations secured by the security interests granted under the Trademark Security Agreement and the Patent Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, the Grantor has requested that the Agent release its security interest on all of its right, title or interest in, to or under the Owned Trademarks and the Owned Patents.

NOW, THEREFORE, the Agent hereby (i) DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, all of its security interests in, all of its right, title or interest in, to or under the Owned Trademarks and the Owned Patents of the Grantor, including the trademark registration, patents, and patent applications set forth in Schedule I, attached hereto and incorporated herein by reference, and all proceeds of the Owned Trademarks and the Owned Patents of the Grantor, (ii) agrees that the security interests in all of the foregoing are hereby discharged, terminated and released and (iii) authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release. The undersigned hereby transfers and assigns to

the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Agent may have obtained in, to and under the Owned Trademarks and the Owned Patents under the Security Agreement.

[SIGNATURE PAGE FOLLOWS]

US-DOCS\72681375.3

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

as Agent

Phillip Craff Name: Phillip Croff

Title: Duly Authorized Signato

[Signature Page to Release of Security Interest in Intellectual Property]

SCHEDULE I

to

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Trademarks

Trademark		Registration Number
"Blackhawk" word & bird	11.09.2010	3,872,755
with outstretched talon		

Patents

Application Number	Application Date	Patent Number	Issue Date
08/904,703	08.01.1997	5,950,724	09.14.1999
12/657,558	01.22.2010	9,212,531	12.15.2015
12/807,175	08.30.2010	8,636,067	01.28.2014
12/932,647	03.02.2011	8,887,799	11.18.2014
13/068,916	05.24.2011	8,955,543	02.17.2015
61/702,331	09.18.2012		
13/665,422	10.31.2012		
13/847,729	03.20.2013	9,127,519	09.08.2015
13/875,007	05.01.2013		
61/680,831	08.08.2012		
61/811,435	04.12.2013		

US-DOCS\72681375.3

RECORDED: 11/02/2016