

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		06/02/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Randall-Reilly, LLC		
Street Address:	3200 Rice Mine Road N.E.		
City:	Tuscaloosa		
State/Country:	ALABAMA		
Postal Code:	35406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4169273	BIG RIG RUN	
Registration Number:	4462186	EDA	
Registration Number:	4563225	RAGS DOWN!	
Registration Number:	2167607	MODERN WOODWORKING	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0220		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/11/2017		
Total Attachments: 4			
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TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST (this “Release”) is made as of June 2, 2017, by ANTARES CAPITAL LP, in its capacity as administrative agent (“Agent”).

WITNESSETH:

WHEREAS, Agent and RANDALL-REILLY, LLC, a Delaware limited liability company (“Grantor”), were parties to that certain Trademark Security Agreement dated as of March 9, 2015 and recorded with the U.S. Patent and Trademark Office (“USPTO”) on March 10, 2015 at Reel 5474 Frame 0346 (the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Agent (as successor to General Electric Capital Corporation pursuant to the Assignment of Intellectual Property Security Agreement dated as of August 21, 2015 and recorded with the USPTO at Reel/Frame No. 5637/0510) in, among other things, all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks set forth on Exhibit A and reassign the same to Grantor;

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

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of Grantor’s Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Exhibit A hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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, dilution, violation or other impairment thereof

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Agent, all of Agent’s right, title and interest in, to and under the Trademark Collateral, and the goodwill of Grantor’s business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

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

ANTARES CAPITAL LP, as Agent


By: 
Name: Phillip P. Smith
Title: Duly Authorized Signatory

EXHIBIT A

Trademark Registrations

1. REGISTERED FEDERAL TRADEMARKS

Trademark	Registration Number	Reg. Date
Big Rig Run	4,169,273	7/3/2012
EDA	4,462,186	1/7/2014
Rags Down!	4,563,225	11/6/2013
Modern Woodworking	2167607	6/23/1998

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.