# OP \$40.00 86284297

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM441119

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT, AS SUCCESSOR IN INTEREST TO GENERAL ELECTRIC CAPITAL CORPORATION		07/12/2017	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Board Vitals, Inc.
Street Address:	1350 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86284297	BOARD VITALS

### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172290 Antares09
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/29/2017

**Total Attachments: 3** 

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source=09 Antares Release of 2016 Trademarks - Board Vitals#page3.tif source=09 Antares Release of 2016 Trademarks - Board Vitals#page4.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of July 12, 2017, by **ANTARES CAPITAL LP** (as successor in interest to General Electric Capital Corporation), as agent for the Secured Parties (in such capacity, the "Agent"), in favor of **BOARD VITALS INC.**, a Delaware corporation (the "Grantor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Grantor is a party to that certain Guaranty and Security Agreement, dated as of December 6, 2010, by and among the Grantor, the Agent's predecessor, and other parties thereto (the "Security Agreement"), pursuant to which the Grantor executed and delivered in favor of the Agent that certain Trademark Security Agreement, dated as of October 29, 2016 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor, as security for the payment and performance in full of the Secured Obligations, pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to (the "Security Interest") all of its right, title and interest in, to and under all the following trademark collateral (the "Trademark Collateral"):

- (a) Trademarks of such Grantor listed on Schedule A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 17, 2016 at Reel 5922, Frame 0459; and

WHEREAS, the Agent acknowledges full performance of the Secured Obligations and has agreed to execute and deliver this Release to evidence the release of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, and re-assigns to the Grantor any right, title or interest that the Agent may have in or to such Trademark Collateral, all without warranty or representation of any kind. The Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP, as Agent, as successor in interest to GENERAL ELECTRIC CAPITAL CORPORATION

Name:

Title:

Lofton D. Spencer

**Duly Authorized Signatory** 

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

# **UNITED STATES TRADEMARKS**

1. uuc.n		Registration Number
BOARD VITALS	86284297	4670593

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**RECORDED: 08/29/2017**