# OP \$40.00 4293645

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM445257

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP (as successor to General Electric Capital Corporation in such capacity)		09/29/2017	Limited Partnership: DELAWARE

# **RECEIVING PARTY DATA**

Name:	The Caddie Standard, LLC	
Street Address:	320 North 1st Street	
Internal Address:	Suite 606	
City:	Jacksonville Beach	
State/Country:	FLORIDA	
Postal Code:	32250	
Entity Type:	Limited Liability Company: FLORIDA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4293645	THE CADDIE STANDARD

# **CORRESPONDENCE DATA**

**Fax Number:** 2122919868

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:** 212-558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	09/29/2017

# **Total Attachments: 4**

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# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "<u>Release</u>") is made as of September 29, 2017, by ANTARES CAPITAL LP (as successor to General Electric Capital Corporation in such capacity), in its capacity as Agent ("<u>Agent</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, THE Caddie Standard, LLC, a Delaware limited liability company ("<u>Grantor</u>") and Agent are parties to that certain Trademark Security Agreement dated as of November 20, 2015 (the "<u>Security Agreement</u>") pursuant to which Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 23, 2015, at Reel 5674, Frame 0303;

WHEREAS, the Agent now desires to terminate and release its security interest in the Trademarks and Trademark Collateral listed on <u>Schedule 1</u> hereto and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

- 1. Agent hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreement (collectively the "<u>Trademark Collateral</u>"), including without limitation any and all of the following:
  - (i) the Trademarks listed on <u>Schedule 1</u> hereto;
  - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark listed on Schedule  $\underline{1}$  hereto; 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, dilution, violation or other impairment thereof.
- 2. Agent hereby irrevocably and unconditionally 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 Trademark Collateral.
- 3. The Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral

- 4. The Agent shall, at the expense of the Grantor, take all reasonable additional steps requested by Grantor as may be necessary to release (or evidence the release of) its security interests in the Trademark Collateral.
- 5. This Release shall be construed, interpreted and the rights of the parties determined in accordance with, the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

[Signature Page Follows]

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

# ANTARES CAPITAL LP

By: \_\_\_\_\_

Name: Salman Mukhtar

Title: Duly Authorized Signatory

# SCHEDULE 1

Mark	Serial No./Filing Date	Registration No./Reg. Date
THE CADDIE STANDARD	85568995	4293645
The Caddie Standard	March 14, 2012	February 19, 2013

Trademark Release and Reassignment

RECORDED: 09/29/2017