

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499133

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	FORMERLY General Electric Capital Corporation	11/15/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Protexer, Inc.		
Street Address:	3925 Papermill Drive		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37909		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4754887	BOOTIEBUTLER	
Registration Number:	3858400	BOOTIE BUTLER	
Registration Number:	4339153	PROTEXER	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-74		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	11/21/2018		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of November 15, 2018, by ANTARES CAPITAL LP (successor in interest to General Electric Capital Corporation), in its capacity as Agent (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

W I T N E S S E T H:

WHEREAS, Protexer, Inc., a Nevada corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of September 30, 2014 (the “2014 Agreement”) and that certain Trademark Security Agreement dated as of dated as of May 28, 2015 (the “2015 Agreement” ; the 2015 Agreement and the 2014 Agreement, collectively the “Security Agreements”) pursuant to which Grantor granted a security interest to Agent for the benefit of the Secured Parties 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 2014 Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on October 6, 2014, at Reel 5375, Frame 0639;

WHEREAS, the 2015 Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on May 29, 2015, at Reel 5525, Frame 0736; and

WHEREAS, the Agent now desires to terminate and release its security interest in the Trademarks and Trademark Collateral listed on Schedule 1 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:

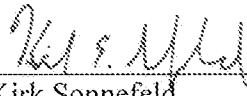
1. Agent hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreements (collectively the “Trademark Collateral”), including without limitation any and all of the following:
 - (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 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; and
 - (iii) 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. 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]

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: Kirk Sonnefeld
Title: Duly Authorized Signatory

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Title	Application No. Filing Date	Trademark No. Issue Date
BOOTIEBUTLER	86405643 9/25/14	4754887 6/16/2015
BOOTIE BUTLER	78/798,160 01/24/2006	3,858,400 10/05/2010
PROTEXER	85/222,893 01/21/2011	4,339,153 05/21/2013