TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM499247

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
antares Capital LP, as Agent		11/20/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Albireo Energy, LLC		
Street Address:	126 Sandy Drive		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	Limited Liability Company: MICHIGAN		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	4657031	ALBIREO ENERGY	

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

nancy.brougher@goldbergkohn.com Email:

Nancy Brougher, Paralegal **Correspondent Name:**

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.133
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	11/21/2018

Total Attachments: 3

source=Albireo - Trademark Release#page1.tif source=Albireo - Trademark Release#page2.tif source=Albireo - Trademark Release#page3.tif

> **TRADEMARK** REEL: 006532 FRAME: 0903

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 20, 2018, by Antares Capital LP, in its capacity as collateral agent ("Agent") pursuant to the Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

WITNESSETH:

WHEREAS, Albireo Energy, LLC, a Michigan limited liability company ("Grantor") and Agent were parties to that certain Trademark Security Agreement dated as of July 15, 2016 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Agent in certain trademarks ("Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 15, 2016 at Reel 5836, Frame 0333;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties to the Security Agreement:

- 1. Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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, both for itself and as successor-in-interest to Services, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature pages follow]

TRADEMARK
REEL: 006532 FRAME: 0904

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, as Agent

Name: Robert Martin

Its: Duly Authorized Signatory

REEL: 006532 FRAME: 0905

SCHEDULE I TO TRADEMARK RELEASE AND REASSIGNMENT

1. Registered Trademarks:

Trademark		Application Date	Registration No.	isan.	Registered Owner
ALBIREO ENERGY	85946722	05/30/14	4657031	12/16/2014	Albireo Energy, LLC

2. <u>Trademark Applications</u>:

None.

TRADEMARK REEL: 006532 FRAME: 0906

RECORDED: 11/21/2018