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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM512107

Stylesheet Version v1.2

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		02/21/2019	Corporation: MARYLAND

## **RECEIVING PARTY DATA**

Name:	TEMPTIME CORPORATION		
Street Address:	116 AMERICAN ROAD		
City:	MORRIS PLAINS		
State/Country:	NEW JERSEY		
Postal Code:	07950		
Entity Type:	Corporation: DELAWARE		

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2385534	SAFE-T-VUE
Registration Number:	4612114	VAL-A-SURE

### CORRESPONDENCE DATA

**Fax Number:** 3124740448

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:** 3124746300

Email: cnoble@marshallip.com

Correspondent Name: Marshall, Gerstein & Borun LLP Address Line 1: 233 S. Wacker Drive, Suite 6300

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Michelle Bolos	
SIGNATURE:	/Michelle Bolos/	
DATE SIGNED:	02/28/2019	

# **Total Attachments: 3**

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TRADEMARK
REEL: 006577 FRAME: 0393

### TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of February 21, 2019, by Ares Capital Corporation, as collateral agent ("Grantee").

#### WITNESSETH:

WHEREAS, Temptime Corporation, a Delaware corporation (the "<u>Grantor</u>") and the Grantee entered into that certain Security Agreement dated as of September 12, 2013 (as amended, modified, restated and/or supplemented from time to time, the "<u>Security Agreement</u>");

WHEREAS, pursuant to the Security Agreement, the Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of December 13, 2013 (the "<u>Trademark Security Agreement</u>"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Trademark Security Agreement), in each case, pursuant to which Grantor granted a continuing security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office on December 13, 2013, at Reel 5173, Frame 0710; and

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademark Collateral (as defined below) 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:

- 1. Grantee hereby releases its security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule A 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
  - (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. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office at the expense of the Credit Parties.

[Signature Page Follows]

TRADEMARK REEL: 006577 FRAME: 0394 IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

RES CAPITAL COMPORATION

Name:

Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

Trademark Release

TRADEMARK REEL: 006577 FRAME: 0395

# **SCHEDULE A**

# **Trademark Registrations**

Trademark	Owner	Reg.#	Reg. Date	Status
SAFE-T-VUE	Temptime Corporation	2,385,534	09/12/00	Renewed (Registered)
VAL-A-SURE	Temptime Corporation	4,612,114	09/30/14	Registered

**RECORDED: 02/28/2019** 

TRADEMARK
REEL: 006577 FRAME: 0396