

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516568

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|----------------------------------|---|-----------------------|----------------------------------|
| 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 | | 03/29/2019 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Harmar Mobility, LLC | | |
| Street Address: | 2075 47th Street | | |
| City: | Sarasota | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 34234 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3034085 | THE DEALER'S CHOICE | |
| Registration Number: | 3072618 | HARMAR MOBILITY | |
| Registration Number: | 3650749 | PINNACLE | |
| Registration Number: | 3026188 | POWER TOTE | |
| Registration Number: | 3039622 | TILT-N-TOTE | |
| Serial Number: | 85586198 | AMERICA'S LIFT LEADER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 3125778467 | | |
| Email: | rebecca.paul@kattenlaw.com | | |
| Correspondent Name: | Rebecca A. Paul c/o Katten Muchin | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Rebecca A. Paul | | |
| SIGNATURE: | /Rebecca A. Paul/ | | |
| DATE SIGNED: | 03/29/2019 | | |

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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 29, 2019, by ANTARES CAPITAL LP (as successor in interest to General Electric Capital Corporation), as Agent (“Secured Party”), in favor of Harmar Mobility, LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement (as defined in below).

WITNESSETH:

WHEREAS, Grantor has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications (“Trademarks”) pursuant to (i) that certain Guaranty and Security Agreement dated as of July 20, 2012 (as amended, restated or otherwise modified prior to the date hereof, the “Guaranty and Security Agreement”) by and among Grantor, Secured Party and the other “Grantors” party thereto and (ii) that certain Trademark Security Agreement dated as of July 20, 2012 (the “Trademark Security Agreement”) by and among Grantor and Secured Party;

WHEREAS, the Trademark Security Agreement granted to General Electric Capital Corporation was recorded by the United States Patent and Trademark Office on July 24, 2012, at Reel 4827, Frame 0822;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Antares Capital LP was recorded by the Trademark Division of the United States Patent and Trademark Office on September 3, 2015 at Reel 5616, Frame 0457; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral 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. Secured Party, on behalf of itself and the Lenders and the L/C Issuers, hereby terminates, cancels, releases and discharges its security interest in and Lien on all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, 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. Secured Party hereby reassigns, transfers, grants and conveys to the Grantor, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Trademark Release and Reassignment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

ANTARES CAPITAL LP, as Agent

By: 
Name: Vince Di Grande
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT

1. REGISTERED TRADEMARKS

| Mark | Registration No. | Registration Date | Jurisdiction |
|---------------------|------------------|-------------------|--------------|
| THE DEALER'S CHOICE | 3034085 | 12/27/05 | U.S. |
| HARMAR MOBILITY | 3072618 | 3/28/06 | U.S. |
| PINNACLE | 3650749 | 7/7/09 | U.S. |
| POWER TOTE | 3026188 | 12/13/05 | U.S. |
| TILT-N-TOTE | 3039622 | 1/10/06 | U.S. |

2. TRADEMARK APPLICATIONS

| Mark | Application No. | Application Date | Jurisdiction |
|-----------------------|-----------------|------------------|--------------|
| AMERICA'S LIFT LEADER | 85586198 | 4/2/12 | U.S. |