

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531044

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME: 6375/0814

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS AGENT		07/08/2019	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	HOME FRANCHISE CONCEPTS, LLC
<b>Street Address:</b>	19000 MacArthur Blvd.
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92612
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
<b>Serial Number:</b>	87922011	& HOME
<b>Registration Number:</b>	5662951	& HOME
<b>Registration Number:</b>	5717767	HEART & HOME
<b>Registration Number:</b>	3423020	HFC HOME FRANCHISE CONCEPTS DISTINCTIVE
<b>Registration Number:</b>	5752188	HOME FRANCHISE CONCEPTS
<b>Registration Number:</b>	3370616	HOME FRANCHISE CONCEPTS
<b>Serial Number:</b>	87623504	HOME FRANCHISE CONCEPTS THERE'S NO PLACE
<b>Registration Number:</b>	5371764	THERE'S NO PLACE LIKE HFC

## CORRESPONDENCE DATA

Fax Number: 4154391500

*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.*

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland &amp; Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

CH \$215.00 87922011

<b>ATTORNEY DOCKET NUMBER:</b>	25211-1
<b>NAME OF SUBMITTER:</b>	Maria Banda
<b>SIGNATURE:</b>	/Maria Banda/
<b>DATE SIGNED:</b>	07/09/2019
<b>Total Attachments: 4</b> source=Home Franchise Concepts, LLC - Trademark Release#page1.tif source=Home Franchise Concepts, LLC - Trademark Release#page2.tif source=Home Franchise Concepts, LLC - Trademark Release#page3.tif source=Home Franchise Concepts, LLC - Trademark Release#page4.tif	

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release and Reassignment**”) is made as of July 8, 2019, by ANTARES CAPITAL LP, as Agent (“**Secured Party**”) in favor of Home Franchise Concepts, LLC, a California limited liability company (“**Grantor**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below) and the Collateral Agreement (as defined below), as applicable.

### WITNESSETH:

WHEREAS, in connection with the Collateral Agreement, dated as of July 9, 2018 among Home Franchise Concepts, LLC, Home Franchise Concepts Midco, LLC, the other grantors party thereto and Secured Party, as Administrative Agent (the “**Collateral Agreement**”), Grantor executed that certain Trademark Security Agreement dated as of July 9, 2018 (the “**Security Agreement**”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on **Schedule 1** hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on July 9, 2018, at Reel 6375, Frame 0814; 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, 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 (other than Excluded Assets, in which Secured Party has no security interest), including, without limitation, the Trademarks referred to on **Schedule 1** hereto;

(b) all reissuances, continuations, 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, 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, together with the goodwill of the business connected with the use thereof and symbolized thereby, and hereby terminates the Security Agreement.

3. Secured Party hereby agrees that any powers of attorney or similar rights granted by Grantor to Secured Party pursuant to the Collateral Agreement or otherwise are hereby terminated.

4. Secured Party hereby (a) authorizes the Grantor or its designee to record this Release and Reassignment with the United States Patent and Trademark Office and (b) authorizes and requests that the United States Patent and Trademark Office note and record the existence of this Release and Reassignment.

5. Secured Party hereby agrees to take all further action, and provide to Grantor and its successors, assigns, or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents and instruments), reasonably requested by Grantor to more fully effectuate the purposes of this Release and Reassignment.

6. This 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**

By:   
Name: Richard Davidson  
Title: Duly Authorized Signatory

**SCHEDULE 1**

Trademark Collateral

<b>Mark</b>	<b>Type</b>	<b>Status</b>	<b>Jur n</b>	<b>SN/RN</b>
[HEART] & HOME	Logo	Pending	US	87922011
[HEART] & HOME	Logo	Registered	US	87784268 / 5662951
HEART & HOME	Word	Registered	US	87921952 / 5717767
HFC HOME FRANCHISE CONCEPTS DISTINCTIVE BRANDS. PURE VISION.	Logo	Registered	US	3423020
HOME FRANCHISE CONCEPTS	Logo	Registered	US	87623540 / 5752188
HOME FRANCHISE CONCEPTS	Word	Registered	US	3370616
HOME FRANCHISE CONCEPTS THERE'S NO PLACE LIKE HFC	Logo	Pending	US	87623504
THERE'S NO PLACE LIKE HFC	Word	Registered	US	5371764