

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531050

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAAME: 6375/0877

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	TAILORED LIVING, LLC
Street Address:	19000 MacArthur Blvd.
Internal Address:	Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3804536	ARROYO
Registration Number:	2883878	BECAUSE IT'S MORE THAN "JUST A GARAGE"
Registration Number:	3804534	CORDILLERA
Serial Number:	87780774	ENRICHED HOME BY TAILORED LIVING
Registration Number:	3804535	MESA
Registration Number:	3126861	P
Registration Number:	2894764	PREMIERGARAGE
Registration Number:	3236200	PREMIERONE
Registration Number:	3909441	TAILORED LIVING
Registration Number:	4091809	TAILORED LIVING
Registration Number:	5565961	TAILORED LIVING FEATURING P PREMIER GARA

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

TRADEMARK

Address Line 1: Kirkland & Ellis, LLP
Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER: 25211-1

NAME OF SUBMITTER: Maria Banda

SIGNATURE: /Maria Banda/

DATE SIGNED: 07/09/2019

Total Attachments: 4

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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 Tailored Living, 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 0877; 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, and Lien on, in 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

Mark	Type	Status	Jurn	SN/RN
ARROYO	Word	Registered	US	3804536
BECAUSE IT'S MORE THAN JUST A GARAGE	Word	Registered	US	2883878
CORDILLERA	Word	Registered	US	3804534
ENRICHED HOME BY TAILORED LIVING	Logo	Pending	US	87780774
MESA	Word	Registered	US	3804535
P (in circle)	Logo	Registered	US	3126861
PREMIERGARAG E	Word	Registered	US	2894764
PREMIERONE	Word	Registered	US	3236200
TAILORED LIVING	Word	Registered	US	3909441
TAILORED LIVING	Logo	Registered	US	4091809
TAILORED LIVING FEATURING P PREMIER GARAGE	Logo	Registered	US	87836175 / 5565961