# CH \$190.00 39024

ETAS ID: TM597712

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANTOR FITZGERALD SECURITIES		09/14/2020	Partnership:

### **RECEIVING PARTY DATA**

Name:	ARISTO, LLC	
Street Address:	300 Dixie Trail	
City:	Goldsboro	
State/Country:	NORTH CAROLINA	
Postal Code:	27530	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark	
Registration Number:	3902423	ARISTO	
Registration Number:	3902422	ARISTO	
Registration Number:	3930353	GLOBAL MARKET SOLUTIONS	
Registration Number:	3936125	BON-X	
Registration Number:	3849170	INTELLIGENT CATALYST TECHNOLOGY	
Registration Number:	3849171	MISO	
Registration Number:	2355994	ARISTO	

### **CORRESPONDENCE DATA**

Fax Number:

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:** 734-418-4288

**Email:** trademark@honigman.com

Correspondent Name: Julie E. Reitz
Address Line 1: Honigman LLP

Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	235611-474196
NAME OF SUBMITTER:	Julie E. Reitz
SIGNATURE:	/Julie E. Reitz/

DATE SIGNED:	09/15/2020			
Total Attachments: 4				
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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** ("*Release*") is granted as of September 14, 2020 by **CANTOR FITZGERALD SECURITIES**, as the Purchaser Representative for the Secured Parties, in favor of **ARISTO, LLC**, a Delaware limited liability company (the "*Grantor*"); and

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement dated as of May 10, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Purchaser Representative; terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or the Trademark Agreement (defined below);

**WHEREAS**, the Grantor has executed and delivered the Trademark Security Agreement, dated as of May 10, 2017, which was recorded with the United States Patent and Trademark Office on May 11, 2017 at reel 6057 and frame 0555 ("*Trademark Agreement*"), pursuant to which the Grantor granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Agreement);

**WHEREAS**, the Security Agreement has been terminated pursuant to that certain Settlement, Exchange and Release Agreement, dated as of November 2, 2019, and the Purchaser Representative now desires to evidence the full termination and discharge of its interest in the Trademark Collateral described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in <u>Schedule A</u> annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser Representative does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral (as defined in the Trademark Agreement). If, and to the extent that the Purchaser Representative has acquired any right, title and interest in, to, and under the Trademark Collateral (as defined in the Trademark Agreement), the Purchaser Representative hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Purchaser Representative terminates and cancels the Trademark Agreement.

The Purchaser Representative agrees to take all further actions, and provide to the Grantor and its respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release; provided that any such further action shall be without representation or warranty by, or recourse to, the Purchaser Representative. The Purchaser Representative hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

CANTOR FITZGERALD SECURITIES, as

the Purchaser Representative

Docusigned by:

By: James Buccola

Name: James Buccola

Title: Head of Fixed Income



## Acknowledged and agreed:

ARISTO, LLC

as Grantor

Name: Patricia Warfield

Title: Chief Executive Officer

**REEL: 007052 FRAME: 0387** 

# **SCHEDULE A**

Registered Owner	Trademark Description	Registration / Appl. Number	Registration / Appl. Date
ARISTO, LLC	Anista	3,902,423	1/11/2011
ARISTO, LLC	ARISTO	3,902,422	1/11/2011
ARISTO, LLC	GLOBAL MARKET SOLUTIONS	3,930,353	3/15/2011
ARISTO, LLC	BON-X	3,936,125	3/29/2011
ARISTO, LLC	INTELLIGENT CATALYST TECHNOLOGY	3,849,170	9/21/2010
ARISTO, LLC	MISO	3,849,171	9/21/2010
ARISTO, LLC	ARISTO	2,355,994	6/6/2000

**RECORDED: 09/15/2020**