

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property at R/F 6470/0618		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brightwood Loan Services LLC, as Collateral Agent		05/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASP Franchising, LLC		
Street Address:	3986 Lake Street		
City:	Macon		
State/Country:	GEORGIA		
Postal Code:	31210		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86519439	POOLOPS	
Serial Number:	85001409	ASP AMERICA'S SWIMMING POOL COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063103 â€" 0006		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	05/18/2021		
Total Attachments: 3			
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OP \$65.00 86519439

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of May 14, 2021 (the "Effective Date"), is made by BRIGHTWOOD LOAN SERVICES LLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties, in favor of ASP FRANCHISING, LLC (the "Grantor"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Intellectual Property Security Agreement Supplement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Security Agreement, dated as of September 21, 2018 in favor of Collateral Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor executed and delivered that certain Security Agreement Supplement for Intellectual Property, Supplement No. 1, dated as of October 19, 2018 (the "Intellectual Property Security Agreement Supplement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on October 31, 2018 at Reel/Frame 6470/0618;

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement Supplement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest (the "Security Interest") in all of the Grantor's right, title and interest in and to the Collateral, including (a) the issued and pending Patents in the USPTO set forth in Schedule I hereto; (b) the registered Trademarks and Trademarks for which applications are pending in the USPTO set forth in Schedule I hereto (excluding any Excluded Property); and (c) the registered Copyrights in the United States Copyright Office set forth in Schedule I hereto (the "IP Collateral"); and

WHEREAS, the Collateral Agent and the Grantors acknowledge that the requirements for releasing the Security Interest in the IP Collateral have been met.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, hereby (a) terminates and cancels the Intellectual Property Security Agreement Supplement, (b) releases, discharges, terminates and cancels the Security Interest in the IP Collateral, and (c) re-assigns to the Grantor any right, title or interest it may have in the IP Collateral, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the IP Collateral), is hereby authorized to record this Release in the USPTO.

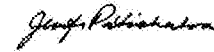
[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent

By:  _____

Sengal Selassie
Authorized Person

By:  _____

Jennifer Patrickakos
Head of Loan Operations

SCHEDULE I

United States Applied for and Registered Intellectual Property

United States Patents and Patent Applications

None.

United States Trademark Registrations and Trademark Applications

<i>Registered Owner/Grantor</i>	<i>Trademark</i>	<i>Application No.</i>	<i>Registration No.</i>	<i>Registration Date</i>
ASP Franchising, LLC	POOLOPS	86519439	4995867	July 12, 2016
ASP Franchising, LLC	ASP AMERICA'S SWIMMING POOL COMPANY	85001409	3876563	November 16, 2010

United States Copyright Registrations

None.
