CH \$40.00 56685

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM761955

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		10/16/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TheKey Holdings, LLC	
Street Address:	220 Congress Park Dr., Ste 330 B	
City:	Delray Beach	
State/Country:	FLORIDA	
Postal Code:	33445	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5668581	COMPANIONS & HOMEMAKERS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1:525 West Monroe StreetAddress Line 4:Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/18/2022

Total Attachments: 3

source=executed antares has trademark release final 2022 (Companions and Homemakers LLC)#page1.tif source=executed antares has trademark release final 2022 (Companions and Homemakers LLC)#page2.tif source=executed antares has trademark release final 2022 (Companions and Homemakers LLC)#page3.tif

TRADEMARK 900726431 REEL: 007871 FRAME: 0609

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS** (this "<u>Release</u>"), dated as of October 16, 2022 (the "<u>Effective Date</u>"), is made by ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

WHEREAS, TheKey Holdings, LLC, a Delaware limited liability company ("<u>Holdings</u>"), TheKey, LLC, a Delaware limited liability company (the "<u>Borrower</u>"), the other Loan Parties party thereto, Collateral Agent and the Lenders are party to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, the Borrower, Holdings, the Collateral Agent and the other parties thereto entered into that certain Security Agreement, dated as of March 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Holdings assigned and granted the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of the Borrowers' right, title and interest in, to or under the trademark set forth in <u>Schedule I</u> hereto ("<u>Trademark Collateral</u>");

WHEREAS, pursuant to the Security Agreement, Holdings executed and delivered a Trademark Security Agreement, dated as of June 27, 2022 (the "<u>Trademark Security Agreement</u>"), for recordation with the United States Patent and Trademark Office:

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 27, 2022 at Reel/Frame 7762/0897;

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release and Termination</u>. The Collateral Agent, without representation or warranty of any kind, on behalf of the Lenders, hereby terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, and retransfers and reassigns to the Borrowers any right, title or interest the Collateral Agent may have in, to or under the Trademark Collateral. For the avoidance of doubt, this Release only terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral and not any other trademarks or other Collateral of Holdings, the Borrower or any other Loan Party, including any other trademarks set forth on Schedule I to the Trademark Security Agreement.
- 3. <u>Governing Law.</u> This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages to Follow]

TRADEMARK
REEL: 007871 FRAME: 0610

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

ANTARES CAPITAL LP,

as Collateral Agent

Name: Adam Chalmers

Title: Duly Authorized Signatory

REEL: 007871 FRAME: 0611

SCHEDULE I

to

TRADEMARK RELEASE TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark / Design	Jurisdiction	Reg. Number	Reg. Date	Status	Owner
COMPANIONS & HOMEMAKERS Word Mark	DE	5668581	02/05/19	Registered	TheKey, LLC

TRADEMARK
REEL: 007871 FRAME: 0612

RECORDED: 10/18/2022