

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC, as Agent		12/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Harmar Mobility, LLC		
Street Address:	2075 47th Street		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34234		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4798083	HARMAR	
Registration Number:	4798084	H	
Registration Number:	4092194	SIERRA	
Registration Number:	3997792	HIGHLANDER	
Registration Number:	3650749	PINNACLE	
Registration Number:	2628275	SUMMIT	
Registration Number:	2819168	DOCK 'N' LOCK	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/16/2022		

CH \$190.00 4798083

Total Attachments: 4

source=apogem harmar trademark releases final 2022 executed-harmar#page1.tif

source=apogem harmar trademark releases final 2022 executed-harmar#page2.tif

source=apogem harmar trademark releases final 2022 executed-harmar#page3.tif

source=apogem harmar trademark releases final 2022 executed-harmar#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 15, 2022 by Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as Agent (“Secured Party”), in favor of Harmar Mobility, LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement (as defined in below).

WITNESSETH:

WHEREAS, Grantor has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks and trademark applications (“Trademarks”) pursuant to (i) that certain Guaranty and Security Agreement dated as of March 29, 2019 (as amended, restated or otherwise modified prior to the date hereof, the “Guaranty and Security Agreement”) by and among Grantor, Secured Party and the other “Grantors” party thereto and (ii) that certain Trademark Security Agreement dated as of March 29, 2019 (the “Trademark Security Agreement”) by and among Grantor and Secured Party;

WHEREAS, the Trademark Security Agreement granted to Madison Capital Funding LLC was recorded by the United States Patent and Trademark Office on March 29, 2019, at Reel 6604, Frame 0087;

WHEREAS, the Assignment of Intellectual Property Security Agreement granted to Apogem Capital LLC was recorded by the Trademark Division of the United States Patent and Trademark Office on May 10, 2022, at Reel 7717, Frame 0550; and

WHEREAS, Secured Party has agreed to terminate, release and discharge all of its security interest and lien on all of the Trademark Collateral (as defined below) and reassign any and all of the right, title and interest the Secured Party may have in and to the Trademark Collateral (as defined below) to the Grantor; and

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 and the L/C Issuers, hereby terminates, cancels, releases and discharges all of 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 and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all 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, dilution, 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.

3. Secured Party authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Trademark Release and Reassignment. Secured party shall take all further actions (including, without limitation, the execution and delivery of any documents or other instruments) reasonably requested by the Grantor to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.

4. THIS TRADEMARK RELEASE AND REASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PATENT RELEASE AND REASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATIONS OF THE LAWS OF ANOTHER JURISDICTION.

[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.

APOGEM CAPITAL LLC, as Agent

By:

Name: Patrick Koehl

Title: Senior Director

A handwritten signature in black ink, appearing to read 'P. Koehl', is written over a horizontal line. The signature is stylized and extends above and below the line.

SCHEDULE I
TO
TRADEMARK RELEASE AND REASSIGNMENT

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date	Jurisdiction
HARMAR	4798083	8/25/15	U.S.
H	4798084	8/25/15	U.S.
SIERRA	4092194	1/24/12	U.S.
HIGHLANDER	3997792	7/19/11	U.S.
PINNACLE	3650749	7/7/09	U.S.
SUMMIT	2628275	10/1/02	U.S.
Harmar Mobility, LLC (as successor by merger to Freedom Mobility, LLC)	2819168	3/2/04	U.S.

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.