

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as successor Agent		12/12/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Penhall Company		
Street Address:	1801 Penhall Way		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92803		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3173543	PENHALL COMPANY	
Registration Number:	3148104	PENHALL RENTALS	
Registration Number:	3148103	PENHALL RENTALS	
Registration Number:	2824460		
Registration Number:	2741325	PENHALL COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	714-641-5100		
Email:	trademarks@rutan.com		
Correspondent Name:	Lindsay J. Hulley c/o Rutan & Tucker LLP		
Address Line 1:	18575 Jamboree Road		
Address Line 2:	9th Floor		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	028951.0000		
NAME OF SUBMITTER:	Lindsay J. Hulley		
SIGNATURE:	/Lindsay J. Hulley/		
DATE SIGNED:	12/12/2023		

CH \$140.00 3173543

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 12, 2023 (the "Release"), is made by ANTARES CAPITAL LP, as administrative agent and collateral agent (the "Agent"), successor by assignment from GENERAL ELECTRIC CAPITAL CORPORATION (the "Retired Agent"), in favor of PENHALL COMPANY (the "Grantor") as follows:

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 4, 2012 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time), by and among Grantor and the Retired Agent, and recorded with the United States Patent and Trademark Office (the "USPTO") on May 4, 2012 at Reel 004779, Frame 0551 (the "Trademark Security Agreement"), the Grantor granted to the Agent a security interest in and to all of Grantor's right, title and interest in their United States trademarks, trademark registrations, trademark applications and other Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those set forth on Schedule A, attached hereto (collectively the "Trademark Collateral");

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (as amended and restated, amended and restated, supplemented or otherwise modified from time to time, the "Assignment of Intellectual Property Security Agreement"), by and among the Retired Agent and the Agent, and recorded with the USPTO on August 21, 2015, at Reel 5607, Frame 0312 (as corrected by the recording at Reel 005651, Frame 0584), the Retired Agent assigned and transferred to the Agent, all of its rights, title and interest in and to the Trademark Security Agreements; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, without recourse, representation, warranty or other assurance of any kind by the Agent (express or implied) as to the Agent's rights in any Trademarks, the condition or value of any Trademarks, or any other matter, terminates, discharges and releases its security interest and lien in all right, title and interest in and to, and under the Trademark Collateral, together with the goodwill of the business symbolized thereby, and reassigns any and all security interests that it may have therein to Grantor. The Agent hereby authorizes the Grantor or the Grantor's authorized representatives to record this Release with the USPTO.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AND TRANSFEREES.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** to be duly executed and delivered as of the date first set forth above.

ANTARES CAPITAL LP
As the Agent

Beth L Troyer

By: _____

Name: Beth Troyer

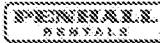
Title: Duly Authorized Signatory

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 008285 FRAME: 0381

SCHEDULE A

RELEASED TRADEMARKS

Mark	Current Owner	Jurisdiction	Ser. No.	Reg. No.
PENHALL COMPANY & Design 	Penhall Company	United States	78675323	3173543
PENHALL RENTALS	Penhall Company	United States	78675251	3148104
PENHALL RENTALS & Design 	Penhall Company	United States	78675234	3148103
TRUCK Design 	Penhall Company	United States	76404899	2824460
PENHALL COMPANY & Design 	Penhall Company	United States	76400857	2741325