

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 5433/0178

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as successor to General Electric Capital Corporation, as agent		03/02/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	The Chef'n Corporation
Street Address:	830 Fourth Avenue South, Suite 400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98134
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	4232492	ERGOSPHERE
Registration Number:	4333535	FRESHFORCE
Registration Number:	4232493	STEM GEM
Registration Number:	4232494	VEGGISTEAM
Registration Number:	4232495	EMULSTIR
Registration Number:	4181718	VEGGICHOP
Registration Number:	4284121	
Registration Number:	4060918	QUICKPIT
Registration Number:	4060901	BANANZA BANANA SLICER
Registration Number:	3920918	LAB921
Registration Number:	3766123	EZ SQUEEZE
Registration Number:	3737738	FRIDGE FORK
Registration Number:	3709772	PALMBRUSH
Registration Number:	3818988	GRABBIT
Registration Number:	4027376	PALMPEELER
Registration Number:	3665256	
Registration Number:	3385206	FLEXICADO
Registration Number:	3385205	KITCHZEN

CH \$865.00 4232492

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3470721	SPICESTRO
Registration Number:	3509596	GARLICZOOM
Registration Number:	3505850	SPICESHOT
Registration Number:	3505802	ZIPFLIP
Registration Number:	3505803	OIL WAND
Registration Number:	3696255	CLEANGENUITY
Registration Number:	3148584	LAB921
Registration Number:	3192361	WISECRACKER
Registration Number:	3283779	SLEEKSTOR
Registration Number:	3006428	SWITCHIT
Registration Number:	3105820	DUAL GRINDER
Registration Number:	3024231	CHEF'N
Registration Number:	2650848	EZ SQUEEZE
Registration Number:	2697081	PEPPER BALL
Registration Number:	2703646	
Registration Number:	1484302	CHEF'N

CORRESPONDENCE DATA

Fax Number: 8669471121

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: 585-263-1000

Email: nytm@nixonpeabody.com

Correspondent Name: Kristen Mollnow Walsh, Nixon Peabody LLP

Address Line 1: 1300 Clinton Square

Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	36835-17
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	03/27/2018

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of March 2, 2018, is made by **ANTARES CAPITAL LP**, as successor agent to General Electric Capital Corporation in its capacity as Agent for the Lenders, the L/C Issuers and the other Secured Parties (the “**Agent**”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Amended and Restated Credit Agreement dated as of November 6, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Taylor Precision Products, Inc. (the “**Borrower**”), the other Credit Parties parties thereto, Antares Capital LP, as Agent for the Lenders (in such capacity, “**Agent**”), and the other Lenders from time to time party thereto, and together with all general security agreements, trademark security agreements, patent security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the Lenders and the L/C issuers have severally agreed to make extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the “**Security Agreements**”), the Loan Parties granted security interests in the certain intellectual property owned by the Loan Parties, together with the goodwill of the business symbolized thereby, including those listed on Annex I attached hereto (the “**Intellectual Property Collateral**”); and

WHEREAS, the Security Agreements were recorded in the U.S. Patent and Trademark Office and the U.S. Copyright Office on the dates and on the reels and frames or volumes and documents, as applicable, set forth on Annex I hereto.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby irrevocably and unconditionally **TERMINATES** the Security Agreements and **RELEASES**, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and security interest in, and right of setoff against, the Intellectual Property Collateral, whether granted pursuant to the Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in, to and under the Intellectual Property Collateral to the Loan Parties.

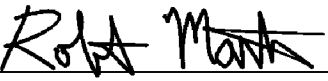
The Agent agrees, at the Loan Parties’ expense, to cooperate with the Loan Parties and to provide the Loan Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent’s security interest in the released collateral described herein.

Agent hereby acknowledges and agrees that the Loan Parties have completely and timely satisfied their Obligations (as defined in the Credit Agreement) in full. Agent hereby confirms that the Loan Parties shall have no further obligations of any kind under the Security Agreements.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

ANTARES CAPITAL LP, as Agent


By: 
Name: Robert Martin
Title: Duly Authorized Signatory

Trademark Security Agreement dated as of December 23, 2014, by CHEF'N CORPORATION in favor of Agent, was recorded with the U.S. Patent and Trademark Office on December 31, 2014 at Reel/Frame No. 5433/0178.

1. REGISTERED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
ERGOSPHERE ERGOSPHERE	US Federal	85413331 01-SEP-2011	4232492 30-OCT-2012
FRESHFORCE FRESHFORCE	US Federal	85413342 01-SEP-2011	4333535 14-MAY-2013
STEM GEM STEM GEM	US Federal	85413344 01-SEP-2011	4232493 30-OCT-2012
VEGGISTEAM VEGGISTEAM	US Federal	85413346 01-SEP-2011	4232494 30-OCT-2012
EMULSTIR EMULSTIR	US Federal	85413347 01-SEP-2011	4232495 30-OCT-2012
VEGGICHOP VEGGICHOP	US Federal	85231486 01-FEB-2011	4181718 31-JUL-2012
<i>Design Only</i> 	US Federal	85198853 15-DEC-2010	4284121 29-JAN-2013
QUICKPIT QUICKPIT	US Federal	85045499 21-MAY-2010	4060918 22-NOV-2011
BANANZA BANANA SLICER <small>BANANZA BANANA SLICER</small>	US Federal	85039239 14-MAY-2010	4060901 22-NOV-2011
LAB921 LAB921	US Federal	77880024 24-NOV-2009	3920918 15-FEB-2011
EZ SQUEEZE EZ SQUEEZE	US Federal	77668320 11-FEB-2009	3766123 30-MAR-2010
FRIDGE FORK FRIDGE FORK	US Federal	77501079 17-JUN-2008	3737738 12-JAN-2010

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
PALMBRUSH PALMBRUSH	US Federal	77501088 17-JUN-2008	3709772 10-NOV-2009
GRABBIT GRABBIT	US Federal	77501099 17-JUN-2008	3818988 13-JUL-2010
PALMPEELER PALMPEELER	US Federal	77426056 19-MAR-2008	4027376 20-SEP-2011
<i>Design Only</i> 	US Federal	77390667 06-FEB-2008	3665256 04-AUG-2009
FLEXICADO FLEXICADO	US Federal	77234709 20-JUL-2007	3385206 19-FEB-2008
KITCHZEN KITCHZEN	US Federal	77234702 20-JUL-2007	3385205 19-FEB-2008
SPICESTRO SPICESTRO	US Federal	77230805 16-JUL-2007	3470721 22-JUL-2008
GARLICZOOM GARLICZOOM	US Federal	77212544 21-JUN-2007	3509596 30-SEP-2008
SPICESHOT SPICESHOT	US Federal	77054076 30-NOV-2006	3505850 23-SEP-2008
ZIPFLIP ZIPFLIP	US Federal	77028525 24-OCT-2006	3505802 23-SEP-2008
OIL WAND OIL WAND	US Federal	77028527 24-OCT-2006	3505803 23-SEP-2008
CLEANGENUITY CLEANGENUITY	US Federal	77028521 24-OCT-2006	3696255 13-OCT-2009
LAB921 LAB921	US Federal	78740311 25-OCT-2005	3148584 26-SEP-2006
WISECRACKER WISECRACKER	US Federal	78740362 25-OCT-2005	3192361 02-JAN-2007

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
SLEEKSTOR SLEEKSTOR	US Federal	78740364 25-OCT-2005	3283779 21-AUG-2007
SWITCHIT	US Federal	78257018 02-JUN-2003	3006428 11-OCT-2005
DUAL GRINDER	US Federal	78223089 07-MAR-2003	3105820 20-JUN-2006
CHEF'N	US Federal	76976735 13-FEB-2002	3024231 06-DEC-2005
EZ SQUEEZE	US Federal	76224780 14-MAR-2001	2650848 12-NOV-2002
PEPPER BALL	US Federal	76179317 07-DEC-2000	2697081 18-MAR-2003
<i>Design Only</i> 	US Federal	76179316 07-DEC-2000	2703646 08-APR-2003
CHEF'N	US Federal	73678303 14-AUG-1987	1484302 12-APR-1988

2. TRADEMARK APPLICATIONS

None.