

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 4805/0380 and 5154/0424

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:	Taylor Precision Products, Inc.
Street Address:	830 Fourth Avenue South, Suite 400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98134
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	3033232	126
Registration Number:	3033233	126.5
Registration Number:	3033231	18.0%
Registration Number:	639634	BI-THERM
Registration Number:	2230094	CLEAR-VU
Registration Number:	3722041	CONNOISSEUR
Registration Number:	4254804	COOK-RITE
Registration Number:	3703032	DOUBLE UP
Registration Number:	2100285	FITNESSMINDER
Registration Number:	4264886	GREEN LIVING BY TAYLOR
Registration Number:	280982	HUMIDIGUIDE
Registration Number:	2355678	IMAGE GALLERY
Registration Number:	2961456	LEADING THE WAY IN ACCURACY
Registration Number:	1295788	METRO
Registration Number:	1713243	METRO
Registration Number:	2905210	PERMACOLOR
Registration Number:	4216627	PLAN & PREP

CH \$1215.00 3033232

Property Type	Number	Word Mark
Registration Number:	3005040	RAINTRACKER
Registration Number:	3768389	TAYLOR
Registration Number:	314945	TAYLOR
Registration Number:	0626182	TAYLOR
Registration Number:	2914144	TAYLOR
Registration Number:	2362880	TAYLOR
Registration Number:	2272833	TAYLOR
Registration Number:	198350	TEMPRITE
Registration Number:	3090305	TEMPRITE
Registration Number:	3327320	TEMPSAVER
Registration Number:	2296594	TRU TEMP
Registration Number:	3224467	TRUTEMP
Registration Number:	3280904	WEEKEND WARRIOR
Registration Number:	3309524	TAYLOR WEEKEND WARRIOR
Registration Number:	1617496	WEIGHTMINDER
Registration Number:	2016257	WEIGHTRACKER
Registration Number:	1220662	BIG AND BOLD
Registration Number:	2484124	COOK-RITE
Registration Number:	3210478	PRECISETEMP
Registration Number:	3205940	PRECISETIME
Registration Number:	1686306	SPRINGFIELD
Registration Number:	1099339	SPRINGFIELD
Registration Number:	2261430	SPRINGFIELD
Registration Number:	3356875	VENT-MISER
Registration Number:	3314605	WINE-TO-GO
Registration Number:	3403209	RABBIT
Registration Number:	3620484	RABBIT
Registration Number:	3411130	FLIPTOP
Registration Number:	3524942	V-GAUGE
Registration Number:	4503144	TRAVELWISE
Registration Number:	3350396	EAT SMART

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

TRADEMARK

REEL: 006301 FRAME: 0128

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: 6 source=Taylor - IP Release - (Final 1)#page1.tif source=Taylor - IP Release - (Final 1)#page2.tif source=Taylor - IP Release - (Final 1)#page3.tif source=Taylor - IP Release - (Final 1)#page4.tif source=Taylor - IP Release - (Final 1)#page5.tif source=Taylor - IP Release - (Final 1)#page6.tif	

**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.

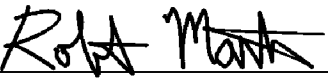
The Agent agrees, at the Loan Parties’ expense, to cooperate with the Loan Parties and to provide the Loan Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent’s security interest in the released collateral described herein.

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 June 8, 2012, by TAYLOR PRECISION PRODUCTS, INC. (f/k/a Taylor Acquisition, Inc.) in favor of Agent, was recorded with the U.S. Patent and Trademark Office on June 21, 2012 at Reel/Frame No. 4805/0380.

Trademarks

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS		
Trademark	Appl./Reg. No.	Filing/Reg. Date
126	3,033,232	12/20/2005
126.5	3,033,233	12/20/2005
18.0%	3,033,231	12/20/2005
BI-THERM	639,634	01/08/1956
CLEAR-VU	2,230,094	03/09/1999
CONNOISSEUR	3,722,041	12/08/2009
COOK-RITE	85/380,061	07/25/2011
DOUBLE UP	3,703,032	10/27/2009
FITNESSMINDER	2,100,285	09/23/1997
GREEN LIVING BY TAYLOR AND DESIGN	77/898,133	12/21/2009
HUMIDIGUIDE	280,982	03/03/1931
IMAGE GALLERY	2,355,678	06/06/2000
LEADING THE WAY IN ACCURACY	2,961,456	06/07/2005
METRO	1,295,788	09/18/1984
METRO	1,713,243	09/08/1992
PERMACOLOR	2,905,210	11/23/2004
PLAN & PREP AND DESIGN	85/428,306	09/21/2011
RAINTRACKER	3,005,040	10/04/2005
TAYLOR	3,768,389	03/30/2010
TAYLOR (Stylized)	314,945	07/10/1934
TAYLOR (Stylized)	626,182	05/01/1956
TAYLOR	2,914,144	12/28/2004
TAYLOR and Design	2,362,880	06/27/2000
TAYLOR and Design	2,272,833	08/24/1999
TEMPRITE	198,350	05/12/1925
TEMPRITE	3,090,305	05/09/2006
TEMPSAVER	3,327,320	10/30/2007
TRU TEMP	2,296,594	11/30/1999
TRUTEMP	3,224,467	04/03/2007
WEEKEND WARRIOR	3,280,904	08/14/2007
TAYLOR WEEKEND WARRIOR AND DESIGN	3,309,524	10/09/2007
WEIGHTMINDER	1,617,496	10/16/1990
WEIGHTRACKER	2,016,257	11/12/1996

BIG AND BOLD	1,220,662	12/21/1982
COOK-RITE	2,484,124	09/04/2001
PRECISETEMP	3,210,478	02/20/2007
PRECISETIME	3,205,940	02/06/2007
SPRINGFIELD	1,686,306	05/12/1992
SPRINGFIELD	1,099,339	08/15/1978
SPRINGFIELD AND DESIGN	2,261,430	07/13/1999
VENT-MISER	3,356,875	12/18/2007

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS			
Trademark	Country	Appl./Reg. No.	Filing/Reg. Date
CONNOISSEUR	Mexico	1,130,276	11/13/2009
COOK-RITE	Canada	1,566,701	03/01/2012
DOUBLE UP	Australia	1,257,693	08/18/2008
LEADING THE WAY IN ACCURACY	Mexico	59150	07/02/2010
LEADING THE WAY IN ACCURACY	Mexico	59149	07/02/2010
METRO	Canada	300448	03/01/1985
METRO	Israel	107831	11/05/1997
METRO	Mexico	478953	11/09/1994
PERFECT TEMP	Canada	794716	04/05/2011
PERMACOLOR	Canada	55728	11/19/1932
PROHELIX	Canada	660943	03/20/2006
PROHELIX	European Community	3,875,085	10/19/2005
SALTER	Mexico	1121994	08/24/2009
TAYLOR	China		04/13/2012
TAYLOR	Ireland	240351	08/23/2005
TAYLOR	Mexico	1126437	10/20/2009
TAYLOR	Mexico	1087029	02/24/2009
TAYLOR	Mexico	1005834	2/19/2009
TAYLOR	United Kingdom	2399852	12/04/2009
TAYLOR	Australia	125196	10/11/1983
TAYLOR	Germany	478491	08/28/1935
TAYLOR	New Zealand	B71589	09/17/1965
TAYLOR	Norway	22929	04/08/1985
TAYLOR	Puerto Rico	3873	06/14/1935
TAYLOR	Sweden	44939	04/15/1935
TAYLOR	Switzerland	330817	06/01/1984
TAYLOR	Taiwan	50894	02/01/1972
TAYLOR	Denmark	VR196702394 (2394/67)	08/18/1967
TAYLOR	Denmark	VR193500446 (446/35)	05/04/1935
TAYLOR	Greece	11771	07/21/1978
WEEKEND WARRIOR			

and Design	Canada	728937	11/20/2008
TEMPRITE	Canada	55696	11/10/1932
TEMPSAVER	Canada	745901	08/21/2009
WEEKEND WARRIOR	Canada	727015	10/27/2008
WEIGHTMINDER	European Community	66670	03/18/1998
WEIGHTMINDER	Mexico	458877	04/29/1994
SPRINGFIELD	China	7690200	03/14/2011
SPRINGFIELD	China	7690199	09/11/2009
VENT-MISER	China	5772997	09/28/2009
VENT-MISER	Canada	750,771	10/22/2009

Trademark Security Agreement dated as of November 12, 2013, by TAYLOR PRECISION PRODUCTS, INC. in favor of Agent, was recorded with the U.S. Patent and Trademark Office on November 14, 2013 at Reel/Frame No. 5154/0424.

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date
WINE-TO-GO	U.S. Federal	78/887,472	5/19/2006	3,314,605	10/16/2007
RABBIT	U.S. Federal	78/769,458	12/8/2005	3,403,209	3/25/2008
RABBIT	U.S. Federal	77/397,390	2/14/2008	3,620,484	5/12/2009
FLIPTOP	U.S. Federal	77/172,319	5/3/2007	3,411,130	4/8/2008
V-GAUGE	U.S. Federal	77/157,758	4/16/2007	3,524,942	10/28/2008
TRAVELWISE	U.S. Federal	85/890,659	3/29/2013	N/A	N/A
EAT SMART	U.S. Federal	78/952,331	8/15/2006	3,350,396	12/04/2007