# CH \$140.00 398

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM385185

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Agent		05/17/2016	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	NSi Industries, LLC		
Street Address:	9730 Northcross Center Court		
City:	Huntersville		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	Limited Liability Company: NORTH CAROLINA		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3982287	RESPONSIBLE ENERGY
Registration Number:	3727930	TORK
Registration Number:	3198471	NSI
Registration Number:	2771149	EASY TAP
Registration Number:	2793956	INSUL-TAP

### **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@kattenlaw.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 HaleemSIGNATURE:/Raquel Haleem/DATE SIGNED:05/20/2016

**Total Attachments: 3** 

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 17, 2016, by NXT CAPITAL, LLC, in its capacity as Agent ("Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, NSi Industries, LLC, a North Carolina limited liability company ("<u>Grantor</u>"), Grantee and the other parties thereto entered into that certain Guarantee and Collateral Agreement, dated as of December 28, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Collateral Agreement</u>") which required the parties to enter into the Security Agreement (defined below);

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of December 28, 2012 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Grantee in certain Trademarks (as defined in the Collateral Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office January 3, 2013, at Reel 4934, Frame 0831;

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademarks (as defined in the Security Agreement) and other Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Grantee hereby, on behalf of itself and the Lenders, terminates the Security Agreement and releases its security interest in all of Grantor's right, title and interest in and to the following, together with the goodwill of the business symbolized thereby (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business conducted with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 2. Grantee hereby, on behalf of itself and the Lenders, reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all right, title and interest in and to the Trademarks and the other Trademark Collateral that Grantee may have.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed, on behalf of itself and the Lenders, as of the day and year first above written.

NXT CAPITAL, LLC

Name: Dan Green

Title: Vice President

# SCHEDULE 1

# **Trademark Registrations**

Trademark	Registration #	Registration Date
RESPONSIBLE ENERGY and Design	3982287	6/21/11
TORK	3727930	12/22/09
NSI	3198471	1/6/07
EASY TAP	2771149	10/7/03
INSUL-TAP	2793956	12/16/03

Trademark Applications

None.

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**RECORDED: 05/20/2016**