

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		05/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NIXON, INC.		
Street Address:	701 South Coast Highway 101		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92024		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4006824	NIXON	
Registration Number:	2997793	NIXON	
Registration Number:	3212732	NIXON	
Registration Number:	2336701		
Serial Number:	77465284	NIXON	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	6179518132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	05/12/2017		
Total Attachments: 3			

OP \$140.00 4006824

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (“Release”), effective as of May 12, 2017, given by Jefferies Finance LLC, as Collateral Agent (“Collateral Agent”) to Nixon, Inc., a California corporation (the “Pledgor”).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 16, 2012 (as amended by that certain First Amendment, dated as of August 8, 2013, that certain Amendment No. 2 to the Credit Agreement, dated as of July 29, 2015, that certain Third Amendment to the Credit Agreement; First Amendment to Security Agreement, dated as of October 14, 2016, that certain Fourth Amendment to the Credit Agreement; Second Amendment to Security Agreement, dated as of November 10, 2016 and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders (as defined in the Credit Agreement) have agreed to make certain financial accommodations to the Borrower (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Pledgor executed that certain Security Agreement, dated as of April 16, 2012, (as amended by that certain Third Amendment to the Credit Agreement; First Amendment to Security Agreement, dated as of October 14, 2016, that certain Fourth Amendment to the Credit Agreement; Second Amendment to Security Agreement, dated as of November 10, 2016 and as further amended, supplemented, or otherwise modified from time to time, the “Security Agreement”) and granted to the Collateral Agent a continuing priority security interest in and to all Pledgor's right, title and interest in all the trademarks, trademark registrations and trademark applications and any renewals thereof, including as set forth on Schedule A attached hereto (collectively, the “Trademarks”) to secure the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, in furtherance of the Security Agreement, the Pledgor executed a Trademark Security Agreement, dated April 16, 2012 (the “Trademark Security Agreement”), which was duly recorded on April 16, 2012, at Reel 4758 Frame 0029 in the United States Patent and Trademark Office;

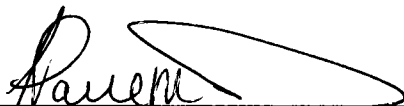
WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Pledgor and to dissolve those Liens (as defined in the Credit Agreement) and encumbrances created by the Trademark Security Agreement and the Security Agreement in respect of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby grants, assigns and conveys, without recourse or warranty, to the Pledgor all of its rights, title and interest in the Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto the Pledgor any and all security interests or liens it has against the Trademarks.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

Schedule A

Trademark Registrations:

<u>Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
<u>Nixon, Inc.</u>	<u>4006824</u>	<u>NIXON</u>
<u>Nixon, Inc.</u>	<u>2997793</u>	<u>NIXON</u>
<u>Nixon, Inc.</u>	<u>3212732</u>	<u>NISON</u>
<u>Nixon, Inc.</u>	<u>2336701</u>	<u>TEARDROP Device</u>

Trademark Applications:

<u>Owner</u>	<u>Application Number</u>	<u>Trademark</u>
<u>Nixon, Inc.</u>	<u>77/465284</u>	<u>NIXON & TEARDROP Device</u>