

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427427

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferies Finance LLC, as Collateral Agent		05/12/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NIXON, INC.		
<b>Street Address:</b>	701 South Coast Highway 101		
<b>City:</b>	Encinitas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92024		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85876592	NIXON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		
<b>DATE SIGNED:</b>	05/12/2017		
<b>Total Attachments: 3</b>			
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source=Nixon - Release of Trademark Security Agreement (5266-695) execution version#page3.tif			

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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 23, 2014 (the “Trademark Security Agreement”), which was duly recorded on April 23, 2014, at Reel 5266 Frame 0695 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 Applications:

<u>Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
<u>Nixon, Inc.</u>	<u>85876592</u>	<u>NIXON &amp; TEARDROP Device</u>