# 87349510

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM429121 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		05/26/2017	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Cellotape, Inc.
Street Address:	39611 Eureka Drive
City:	Newark
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87349510	CELLOTAPE
Registration Number:	5189462	CT RAPID PRINT
Registration Number:	5189461	CT RAPID PRINT

## **CORRESPONDENCE DATA**

Fax Number: 2126980453

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.

Email: alan.wang@dechert.com **Correspondent Name:** Zhenghui (Alan) Wang Phd.

Address Line 1: 1095 Avenue of the Americas

Address Line 2: Dechert LLP

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Alan Wang
SIGNATURE:	/Alan Wang/
DATE SIGNED:	05/26/2017

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 006071 FRAME: 0043

## TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment (this "Release") is made as of May 26, 2017, by NXT Capital, LLC, as Agent ("Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

## WITNESSETH:

WHEREAS, Cellotape, Inc., a Delaware corporation ("<u>Grantor</u>") and Grantee are parties to (i) that certain Trademark Security Agreement dated as of March 1, 2017 (the "<u>March Security Agreement</u>") and (ii) that certain Trademark Security Agreement dated as of April 6, 2017 (the "<u>April Security Agreement</u>"; the March Security Agreement and the April Security Agreement are sometimes individually referred to herein as a "<u>Security Agreement</u>" and collectively as the "<u>Security Agreements</u>"), in each case, pursuant to which Grantor granted a security interest to Grantee in certain Trademarks (as defined in the applicable Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on <u>Schedule 1</u> attached hereto;

WHEREAS, the (i) March Security Agreement was recorded by the United States Patent and Trademark Office on March 2, 2017, at Reel 6000, Frame 0539 and (ii) April Security Agreement was recorded by the United States Patent and Trademark Office on April 6, 2017, at Reel 6029, Frame 0011;

WHEREAS, Grantor has requested that Grantee release its security interest in the Trademarks and 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 releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, 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 reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Grantee hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Grantee hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

[Signature Page Follows]

TRADEMARK REEL: 006071 FRAME: 0044 IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC, as Agent

By:

Name: Patrick Koehl

Title:

Director

# SCHEDULE 1

# **Trademark Registrations**

Trademark	Application Number	Registration Number	Registration Date
CT RAPID PRINT (& Design)	87066687	5189462	04/25/2017
CT RAPID PRINT	87066677	5189461	04/25/2017

# **Trademark Applications**

Trademark	Application #	Application Date
CELLOTAPE	87349510	2/24/17

TRADEMARK REEL: 006071 FRAME: 0046

**RECORDED: 05/26/2017**