TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM470411

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MidCap Business Credit LLC		04/17/2018	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Red Giant Oil Company	
Street Address:	1701 S 3rd Street	
City:	Council Bluffs	
State/Country:	IOWA	
Postal Code:	51503	
Entity Type:	Corporation: NEBRASKA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4592614	RED GIANT
Registration Number:	0584561	RED GIANT
Serial Number:	86687071	ROUND II

CORRESPONDENCE DATA

Fax Number: 4023909005

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: 4023909500

Email: ip@koleyjessen.com **Correspondent Name:** Roberta L. Christensen 1125 S 103rd Street Address Line 1:

One Pacific Place, Suite 800 Address Line 2: Address Line 4: Omaha, NEBRASKA 68124

NAME OF SUBMITTER: Roberta L. Christensen

SIGNATURE: /rlc/

DATE SIGNED: 04/18/2018

Total Attachments: 3

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> **TRADEMARK** REEL: 006316 FRAME: 0718

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TRADEMARK
REEL: 006316 FRAME: 0719

TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "Termination") is made and effective as of this 17th day of April, 2018, by MidCap Business Credit LLC, a Texas limited liability company (the "Secured Party"), in favor of Red Giant Oil Company, a Nebraska corporation ("Grantor").

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement, dated April 6, 2016 (the "IP Security Agreement"), by and between the Secured Party and Grantor, Grantor pledged and assigned to, and granted the Secured Party a security interest with the power of sale to the extent permitted by law, in the Patents and in the Trademarks (each as defined therein); and

WHEREAS, Grantor has requested that the Secured Party enter into this Termination in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest the Secured Party may have in the Patents and in the Trademarks pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party states as follows:

- 1. Release of Security Interest. The Secured Party hereby: (a) terminates the IP Security Agreement, of record at Reel/Frame 005793/0155 in the United States Patent and Trademark Office (the "USPTO"), and (b) acknowledges that the termination of the IP Security Agreement shall, among other things, cause the Secured Party's security interest in the trademarks, and all applications and registrations pertaining thereto, listed on Exhibit A attached hereto to be released and discharged in full.
- 2. <u>Further Assurances</u>. The Secured Party agrees to take such further action, and provide to Grantor such cooperation and assistance, including, without limitation, the execution and delivery of any documents or other instruments, as Grantor may reasonably request in order to confirm, effectuate or record this Termination.

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IN WITNESS WHEREOF, the Secured Party has executed this Termination as of the day and year first above written.

MIDCAP BUSINESS CREDIT LLC, a Texas limited liability company

Name: Steven A. Samson

Title: Prseident

country of Hartford)ss: West Hartford

The foregoing Termination of Trademark and Patent and Trademark Security Agreement was acknowledged before me this 19th day of April, 2018, by Steven A Samson. a Graident of MidCap Business Credit LLC, to be the free act and voluntary deed of said association and his/her free act and voluntary deed as its officer aforesaid.

Witness my hand and Notarial Seal this trib day of April, 2018.

My Commission Expires: 8 3 3019

Notary Public

EXHIBIT A

U.S. Trademarks

Mark	Application No./Registration No.
RED GIANT	RN: 4,592,614
	SN: 86/174,090
RED GIANT (and Design)	RN: 0,584,561
	SN: 71/635,662
ROUND II	SN: 86/687,071

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RECORDED: 04/18/2018

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