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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM480841 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, AS AGENT		07/03/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ADMART ATTRACTIONS, INC.
Street Address:	1480 Gould Drive
City:	Cookeville
State/Country:	TENNESSEE
Postal Code:	38506
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2857747	ADMART
Registration Number:	2861387	ADGLO
Registration Number:	1375071	AD-MART

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2:55 East Monroe, Suite 3300Address Line 4:Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6613.070
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	07/06/2018

Total Attachments: 3

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TRADEMARK REEL: 006373 FRAME: 0729 source=Admart Trademark Release#page2.tif source=Admart Trademark Release#page3.tif

TRADEMARK REEL: 006373 FRAME: 0730

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 3, 2018, 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, AdMart Attractions, Inc., a New York corporation ("Grantor"), and Grantee are parties to that certain Trademark Security Agreement dated as of May 20, 2014 (the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement) pursuant to which the Grantor granted to Grantee a security interest in certain Trademarks 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 with the United States Patent and Trademark Office on May 23, 2014, at Reel 5285, Frame 0692.

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>"):
- (a) each Trademark listed on Schedule 1 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
- (b) 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 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.

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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

By:

Name: Andrew Ippolite

Title: Director

SCHEDULE 1

Trademark Registrations

Mark	Registration No.	Registration Date
ADMART	2857747	6/29/04
ADGLO	2861387	7/6/04
AD-MART	1375071	12/10/85

Trademark Applications

None.

134148297v3

RECORDED: 07/06/2018

TRADEMARK REEL: 006373 FRAME: 0733