# OP \$40.00 3783686

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM503848 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Trademark Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Bank of Canada, as Agent		12/21/2018	Bank: CANADA

## **RECEIVING PARTY DATA**

Name:	Northern Labs, Inc.		
Street Address:	5800 West Drive		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Corporation: DELAWARE		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3783686	NORTHERN LABS, INC.	

# **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1031261 TM REL D
NAME OF SUBMITTER:	Brandon H. Okun
SIGNATURE:	/Brandon H. Okun/
DATE SIGNED:	12/31/2018

#### **Total Attachments: 5**

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## RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is made as of December 21, 2018 ("Effective Date"), by NATIONAL BANK OF CANADA, as administrative agent (the "Agent"), in favor of NORTHERN LABS, INC., a Delaware corporation (the "Grantor"). Capitalized terms used but not herein defined, have the meanings set forth in the Trademark Security Agreement and Security Agreement referenced below, as applicable.

WHEREAS, the Grantor and the Agent are parties to that certain Senior Security Agreement, dated as of February 1, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed in order to secure the prompt and complete payment, observance and performance of all of the Obligations in accordance with the terms and conditions of the various loan documents;

**WHEREAS**, pursuant to the Security Agreement, the Grantor executed and delivered a Senior Trademark Security Agreement, dated as of February 1, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") to the Agent for purposes of filing with the United States Patent and Trademark Office ("USPTO");

**WHEREAS**, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, among other Trademark Collateral as set forth therein, a continuing security interest in all of the Grantor's right, title and interest, including goodwill, in, to and under the United States trademark registrations and applications listed on the attached <u>Schedule A</u> (the "Trademarks");

**WHEREAS**, the Trademark Security Agreement was recorded in the USPTO on February 7, 2018 at Reel/Frame 006267/0927; and

**WHEREAS**, the Agent wishes to release its security interest in the Trademark Collateral, including the Trademark on Schedule A.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and on behalf of the Finance Parties (as defined in the Credit Agreement), hereby irrevocably terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including the Trademarks on Schedule A, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Trademark Collateral that the Agent may hold.

Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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Agent authorizes and requests that the Commissioner of the USPTO and any other applicable governmental authority record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by and constructed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed, by its duly authorized representative effective as of the Effective Date.

NATIONAL-BANK OF CANADA, as Agent

By:
Name: Dominic Albanese

Title: Managing Director

Name: <u>Luc Bornier</u>
Title: Morraging Disease

Signature Page to Release of Senior Trademark Security Agreement Americas Active: 12916358.5

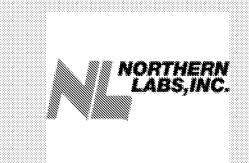
# **SCHEDULE A**

# **Trademarks**

Country	Trademark	App. No.	App. Date.	Reg. No. and Date	Registered
U.S.A.	NORTHERN LABS, INC.	77/771569	June 30, 2009	Registration number: 3783686	Yes
				May 4, 2010	

## **UNREGISTERED TRADEMARKS**

The Debtor has the following unregistered logos:





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**RECORDED: 12/31/2018** 

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