# CH \$140.00 2907512

ETAS ID: TM521444

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 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			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Surveillance Specialties, Ltd.
Street Address:	161 Washington St., Suite 600
Internal Address:	c/o Allied Universal
City:	Conshohocken
State/Country:	PENNSYLVANIA
Postal Code:	19428
Entity Type:	Corporation: MASSACHUSETTS

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	2907512	SURVEILLANCE SPECIALTIES, LTD.	
Registration Number:	2690180	SURV	
Registration Number:	2685692		
Registration Number:	3450414	RAXESS	
Registration Number:	3441749	RAXESS	

### **CORRESPONDENCE DATA**

**Fax Number:** 2134432926

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:** 213-617-5493

**Email:** jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 43rd Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	15EG-289620
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/

TRADEMARK REEL: 006633 FRAME: 0173

DATE SIGNED:	04/30/2019		
Total Attachments: 3			
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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 15, 2019, by NXT CAPITAL, LLC, in its capacity as Agent ("Secured Party"). 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, Surveillance Specialties, Ltd., a Massachusetts corporation ("<u>Grantor</u>") and Secured Party are parties to that certain Trademark Security Agreement dated as of August 30, 2013 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 30, 2013, at Reel 5101, Frame 0225;

WHEREAS, Grantor has requested that Secured Party 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. Secured Party 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>"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business conducted with the use of, and symbolized by, each Trademark; and
  - (ii) 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. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC

By: Name:

Title:

Joseph Levenstein

# SCHEDULE 1

# **Trademark Registrations**

Trademark	Registration Number	Registration Date	Jurisdiction
Surveillance Specialties, Ltd.	2,907,512	December 7, 2004	U.S.
SURV (Stylized name)	2,690,180	February 25, 2003	U.S.
Eyes Design	2,685,692	February 11, 2003	U.S.
raXess®  RAXESS	3,450,414	June 17, 2008	U.S.
raXess® (Stylized name and design)	3,441,749	June 3, 2008	U.S.

# **Trademark Applications**

Trademark	Application Number	Application Date	Jurisdiction
None.			

**RECORDED: 04/30/2019** 

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