# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM537872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A., as Agent		08/23/2019	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Northgate Capital, L.L.C.	
Street Address:	649 San Ramon Valley Boulevard	
City:	Danville	
State/Country:	CALIFORNIA	
Postal Code:	94526	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4462469	NORTHGATE

#### CORRESPONDENCE DATA

2028357586 Fax Number:

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: 202-835-7500

dcip@milbank.com Email: Javier J. Ramos **Correspondent Name:** 

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	43429.00006	
NAME OF SUBMITTER:	Javier J. Ramos	
SIGNATURE:	/Javier J. Ramos/	
DATE SIGNED:	08/23/2019	

#### **Total Attachments: 4**

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TRADEMARK REEL: 006727 FRAME: 0665

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated August 23, 2019 by BMO Harris Bank N.A., a national banking association ("BMO"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the "Agent");

#### WITNESSETH:

WHEREAS, Northgate Capital, L.L.C., a Delaware limited liability company ("Debtor"), with its mailing address at 649 San Ramon Valley Blvd, Danville, California 94526, and Agent were parties to a certain Trademark Collateral Agreement dated July 22, 2016 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on July 22, 2016 at Reel 5839, Frame 0208 (the "Agreement"), pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "Trademark Property"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Property and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent hereby irrevocably releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:

- (i) each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof;
- (ii) all proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages; and
- (iii) to the extent requested by Debtor, the Agent hereby agrees to promptly execute, acknowledge, and deliver all such further instruments and to take all such further

TRADEMARK REEL: 006727 FRAME: 0666

actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this release at Debtor's sole cost and expense.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

 $BMO\,\mbox{Harris}\,B\mbox{Ank}\,N.A.,$  as Agent

Name Adam Tarr
Title Director

[Signature Page]

# SCHEDULE A TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

# FEDERAL TRADEMARK REGISTRATIONS

MARKS REG. NO. GRANTED

NORTHGATE 4462469 01/07/2014

TRADEMARK REEL: 006727 FRAME: 0669

**RECORDED: 08/23/2019**