CH \$165.00 2106158

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM538982

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:	Justice Systems, Inc.
Street Address:	4600 McLeod NE
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87109
Entity Type:	Corporation: NEW MEXICO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2106158	FULLCOURT
Registration Number:	4087362	FULLCOURT APPELLATE
Registration Number:	4087099	FULLCOURT ENTERPRISE
Registration Number:	3175858	FULLCASE
Registration Number:	2907909	JUSTICE SYSTEMS
Registration Number:	2965736	

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-108
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	08/30/2019

Total Attachments: 4

source=nxt ontario - trademark release (jsi 2018)#page1.tif

source=nxt ontario - trademark release (jsi 2018)#page2.tif

source=nxt ontario - trademark release (jsi 2018)#page3.tif

source=nxt ontario - trademark release (jsi 2018)#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of August 30, 2019, by NXT Capital, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders ("Grantee") in favor of JUSTICE SYSTEMS, INC., a New Mexico corporation ("Grantor"). 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, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 10, 2015 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders (as defined therein), a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof (collectively, the "Secured Trademarks"), to secure the payment of all amounts owing by Borrowers (as defined in the Credit Agreement) under that certain Credit Agreement as of September 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement dated as of April 19th, 2018 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of a security interest to Grantee in the Secured Trademarks, including the Trademarks set forth on <u>Schedule 1</u> hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on April 19, 2018, at Reel 6349, Frame 0346; and

WHEREAS, Grantee has agreed to release its security interest in the Secured Trademarks and reassign any and all rights in the same to Grantor.

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

- 1. Grantee hereby terminates the Security Agreement and terminates, cancels and releases its security interest in all of Grantor's right, title and interest in and to the Secured Trademarks, including, without limitation:
 - (i) each Trademark listed on <u>Schedule 1</u> 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
 - (ii) all products and proceeds of the forgoing, 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, any and all of Grantee's right, title and interest in and to the Trademarks listed on <u>Schedule 1</u> annexed hereto and all other Secured Trademarks.
- 3. To the extent applicable, Grantee hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States note and record this Release against all Secured Trademarks, including the Trademarks set forth on <u>Schedule 1</u>.
- 4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.
 - 5. This Release is made under and governed by the laws of the State of New York.

[Signature Page Follows]

US_140813736v2_342663-00108

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, as Agent

Name:

Title:

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
Justice Systems,	FULLCOURT	2106158	10/21/97
Inc.			
Justice Systems, Inc.	FULLCOURT APPELLATE	4087362	1/17/12
Justice Systems,	FULLCOURT ENTERPRISE	4087099	1/17/12
Inc.			
Justice Systems,	FULLCASE	3175858	11/28/06
Inc.			
Justice Systems, Inc.	S Justice SYSTEMS	2907909	12/7/04
Justice Systems, Inc.	5	2965736	7/12/05

US_140813736v2_342663-00108

RECORDED: 08/30/2019