

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of the Security Interest Recorded at Reel/Frame 6709/0543		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		11/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	North American Breaker Co., LLC		
Street Address:	2870 N. Ontario Street		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91504		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88346450	IZZY LUGS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	12056-33 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	11/27/2019		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of November 25, 2019, by NXT CAPITAL, LLC, in its capacity as Agent for the Lenders (in such capacity, “**Grantee**”) in favor of North American Breaker Co., LLC, a California limited liability company (the “**Grantor**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Grantee entered into that certain Guarantee and Collateral Agreement dated as of January 9, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”);

WHEREAS, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of August 1, 2019 (the “**Security Agreement**”) pursuant to which the Grantor granted to Grantee a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether then owned or existing or thereafter created acquired or arising (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”):

- (a) all of Grantor’s trademarks, service marks, trade names, trade dress or other indicia of origin, trademark and service mark registrations, and applications for trademark or service mark registrations, including, without limitation, each Trademark listed on Schedule 1 annexed hereto (“**Trademark**”), 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 such 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 (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with any Trademark;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 1, 2019, at Reel 6709, Frame 0543;

WHEREAS, Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Grantee’s security interest in the Trademark Collateral.

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

1. Grantee hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of Grantor’s entire right, title and interest in and to the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.
2. Grantee represents and warrants that: (i) it has the full power and authority to execute this Trademark Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security

interest with respect to the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by Grantor, other than the Trademarks set forth on Schedule 1, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office.

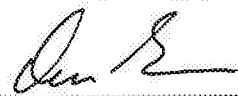
3. Grantee hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral.

4. Grantee hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Grantee shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

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

NXT CAPITAL, LLC, as Grantee

By: 
Name: Dan Green
Title: Director

SCHEDULE 1

Trademark Registrations

None.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
IZZY LUGS	88346450	3/19/19	USPTO