

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association		12/04/2019	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NSD Holdings, Inc.		
Street Address:	800 West Yamato Road, Suite 100		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33431		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87187658	NATION SAFE DRIVERS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	12/09/2019		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Trademark Termination"), dated as of December 4, 2019, is made by **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, the "Grantee"), in favor of **NSD HOLDINGS, INC.**, a Florida corporation (the "Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Grantee entered into that certain Trademark Security Agreement, dated as of November 3, 2017, recorded at Reel 6200, Frame 0118 in the Trademark Division of the United States Patent and Trademark Office on September 29, 2016 (the "Trademark Grant");

WHEREAS, pursuant to (i) that certain Amended and Restated Pledge and Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), by and between the Grantor and Grantee and (ii) the Trademark Grant, the Grantor pledged and granted to the Grantee a security interest in and to and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks, including those trademarks and trademark applications listed on Exhibit A attached hereto; and

WHEREAS, the Grantee has agreed to terminate, release and discharge its security interest in and to and lien on all right, title and interest of the Grantor in, to and under the Trademarks and reassign any and all such right title and interest to the Grantor.

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

1. The Grantee hereby terminates, cancels, releases and discharges all of its mortgages, liens, and security interests in, to and on all of the Grantor's right, title and interest in, to and under the Trademarks and hereby reassigns any and all such right, title and interest to the Grantor.

2. The Grantee authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. **THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Trademark Termination to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIFTH THIRD BANK, NATIONAL
ASSOCIATION, as Grantee

By: Sean D. Kelleher

Name: Sean D. Kelleher
Title: Director

EXHIBIT A

U.S. Trademark Registrations

<u>Owner</u>	<u>Trademark Name</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Country of Registration</u>
NSD Holdings, Inc.	NATION SAFE DRIVERS	87187658	09/29/16	USA