# CH \$140.00 46713

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM553983

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	5	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC (successor agent to JPMorgan Chase Bank, N.A.), as collateral agent		12/13/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Nelson Laboratories, LLC	
Street Address:	6280 South Redwood Road	
City:	Taylorsville	
State/Country:	UTAH	
Postal Code:	84123	
Entity Type:	Limited Liability Company: DELAWARE	

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

Property Type	Number	Word Mark
Registration Number:	4671346	BECAUSE EVERY TEST MATTERS
Registration Number:	3891385	NELSON LABORATORIES
Registration Number:	3847753	NELSON LABORATORIES
Registration Number:	3936528	THE SCIENCE OF SUCCESS
Registration Number:	4087894	NELSONHOPE

### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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.

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Phone: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

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

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	32643.03100
NAME OF SUBMITTER:	Javier J. Ramos

900527721 REEL: 006821 FRAME: 0037

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/19/2019

### **Total Attachments: 4**

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### **Release of Security Interest in Trademarks**

This Release of Security Interest in Trademarks, dated as of December 13, 2019 (the "Release"), is made by **Jefferies Finance LLC** (successor agent to JPMorgan Chase Bank, N.A.), as collateral agent (in such capacity, the "<u>Agent</u>") in favor of **Nelson Laboratories, LLC**, a Delaware limited liability company (as "<u>Grantor</u>").

WHEREAS, by (i) that certain Collateral Agreement, dated as of May 15, 2015 in favor of Agent (as amended, restated, and/or otherwise modified from time to time, the "Security Agreement") and (ii) that certain related Trademark Security Agreement, dated as of April 1, 2016 in favor of Agent as amended, restated, and/or otherwise modified from time to time, the "Trademark Security Agreement";

WHEREAS, capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as applicable;

WHEREAS, pursuant to the Trademark Security Agreement recorded with the United States Patent and Trademark Office on April 4, 2016 at Reel 5764, Frame 0956, Grantor granted to Agent, for the benefit of the Secured Parties, a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including but not limited to, those Trademark registrations listed on Schedule I hereto; and

WHEREAS, Grantor desires Agent to release, discharge, terminate and cancel its lien on and security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks set forth on Schedule I hereto;

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

SECTION 1: <u>Termination and Release</u>. Agent, on behalf of the Secured Parties, hereby absolutely, unconditionally, and irrevocably (a) terminates the Trademark Security Agreement, and (b) releases, discharges, terminates and cancels any and all liens and security interests granted to Agent with respect to the Trademark Collateral (as defined in the Trademark Security Agreement) granted in the Security Agreement and/or the Trademark Security Agreement, including any and all goodwill relating to the same. Agent, on behalf of itself and the Secured Parties, authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 2: <u>Further Assurances</u> At the request and sole expense of the Grantor, Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary and/or reasonably requested by the Grantor to carry out the purposes of this Release.

SECTION 3: <u>Governing Law</u>. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 4: <u>Miscellaneous.</u> This Release shall be binding upon the Agent's and the Secured Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantor and its successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, by and through its authorized officers, has caused this Release to be executed on the date first written above.

JEFFERIES FINANCE LLC, as Collateral Agent

Name:

Title:

Managing Director

Jason Kenne

[Signature Page to Trademark Release (Nelson Laboratories, LLC)]

# Schedule I

Trademark	Registered Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
BECAUSE EVERY TEST MATTERS	Nelson Laboratories, Inc.	86/305614 4671346	6/10/2014 1/13/2015
NELSON LABORATORIES	Nelson Laboratories, Inc.	77/934480 3891385	2/12/2010 12/14/2010
NELSON LABORATORIES	Nelson Laboratories, Inc.	77/934325 3847753	2/12/2010 9/14/2010
THE SCIENCE OF SUCCESS	Nelson Laboratories, Inc.	77/934592 3936528	2/12/2010 3/29/2011
NELSONHOPE	Nelson Laboratories, Inc.	85/347095 4087894	6/15/2011 1/17/2012

**RECORDED: 12/19/2019**