

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE AND REASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		02/27/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	NSI INDUSTRIES, LLC		
Street Address:	9730 NORTHCROSS CENTER COURT		
City:	HUNTERSVILLE		
State/Country:	NORTH CAROLINA		
Postal Code:	28078		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2771149	EASY TAP	
Registration Number:	3198471	NSI	
Registration Number:	3982287	RESPONSIBLE ENERGY	
Registration Number:	3727930	TORK	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7027		
Email:	cmintzer@jonesday.com, mhmisitigh@jonesday.com		
Correspondent Name:	CASSANDRA P. MINTZER		
Address Line 1:	NORTH POINT		
Address Line 2:	901 LAKESIDE AVENUE		
Address Line 4:	CLEVELAND, OHIO 44114		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	02/28/2020		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 27, 2020, by NXT CAPITAL, LLC, in its capacity as agent for certain financial institutions (“Agent”). 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, NSI INDUSTRIES, LLC, a North Carolina limited liability company (“Grantor”) and Agent were parties to that certain Trademark Security Agreement dated as of May 17, 2016 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 17, 2016, at Reel 5795, Frame 0249;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule A 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. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

NXT CAPITAL, LLC,
as Agent

By: 

Name: Dan Green

Title: Director

Trademark Release and Reassignment

TRADEMARK
REEL: 006877 FRAME: 0987

SCHEDULE A

Trademark Collateral

Trademark Registrations

Credit Party	Trademark	Registration Number	Registration Date	Jurisdiction
NSi Industries, LLC	EASY TAP	2771149	Registered: 10/7/2003 Renewed: 9/18/2013	U.S.
NSi Industries, LLC	NSI	3198471	Registered: 1/16/2007 Renewed: 12/19/2012	U.S.
NSi Industries, LLC	RESPONSIBLE ENERGY and Design	3982287	Registered: 6/21/2011	U.S.
NSi Industries, LLC	TORK	3727930	Registered: 12/22/2009 Renewed: 9/18/2015	U.S.
NSi Industries, LLC	TORK	TMA164650	Registered: 8/15/1969 Renewed: 8/15/2014	Canada
NSi Industries, LLC	TORK	116617	Registered: 3/1/1964 Renewed: 7/5/2013	Mexico

Trademark Applications

None.