# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM600770

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fidus Investment Corporation, as Agent		10/01/2020	Corporation: MARYLAND

## **RECEIVING PARTY DATA**

Name:	Davison Fuels & Oil, LLC
Street Address:	8450 Tanner Williams Road
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36608
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2954526	ENGINEERED WITH PRIDE	
Registration Number:	1618350	MAJOR BRAND	

## **CORRESPONDENCE DATA**

Fax Number: 7043393470

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: 7043778170

Email: ecampbell@robinsonbradshaw.com

**Correspondent Name:** Elizabeth Campbell

Address Line 1: Robinson, Bradshaw & Hinson, P.A.

Address Line 2: 101 N. Tryon St., Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	ecampbell@robinsonbradshaw.com	
SIGNATURE:	/s/ Elizabeth Campbell	
DATE SIGNED:	10/01/2020	

### **Total Attachments: 3**

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> **TRADEMARK** REEL: 007067 FRAME: 0071

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# TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 1, 2020, by FIDUS INVESTMENT CORPORATION, a Maryland corporation, as Agent ("Secured Party"). 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, Davison Fuels & Oil, LLC, a Delaware limited liability company ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement, dated as of March 2, 2020 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Collateral Agreement referred to in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 3, 2020 at Reel 6880, Frame 0518; and

WHEREAS, Grantor has requested that Secured Party 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. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on Schedule 1 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 such Trademark, or (b) injury to the goodwill associated with any such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

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

FIDUS INVESTMENT CORPORATION,

as Secured Party

Title: Authorized Signer

# **SCHEDULE 1**

# **Trademark Collateral**

# **Trademark Registrations**

Trademark Description	<u>U.S. Registration No.</u>	Registration Date
ENGINEERED WITH PRIDE	2954526	5/24/05
MAJOR BRAND	1618350	10/23/90

**Trademark Applications** 

None.

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**RECORDED: 10/01/2020**