

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606573

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST EAGLE PRIVATE CREDIT, LLC	FORMERLY NewStar Financial, Inc.	11/03/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NAS, LLC
Street Address:	609 N. Liberty Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	Limited Liability Company: NORTH CAROLINA
Name:	Nationwide Marketing Group, LLC
Street Address:	609 N. Liberty Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	Limited Liability Company: NORTH CAROLINA
Name:	Nationwide Administrative Services, Inc.
Street Address:	609 N. Liberty Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4168822	MEGA GROUP USA
Serial Number:	87438819	RENT DIRECT NATIONWIDE
Serial Number:	87438683	NATIONWIDE PRIMESYSTEMS
Serial Number:	87438715	BRANDSDIRECT
Serial Number:	87438744	RENT SMART BY NATIONWIDE MARKETING GROUP

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	GRIR-055-021
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NAME OF SUBMITTER:	Catherine Murray
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SIGNATURE:	/cmurray/
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DATE SIGNED:	11/03/2020
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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 "Termination and Release"), dated as of November 3, 2020, is made by FIRST EAGLE PRIVATE CREDIT, LLC (formerly known as NewStar Financial, Inc.), in its capacity as agent for certain secured parties, as pledgee, assignee and a secured party (in such capacities, the "Agent") under the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 1, 2015 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement") among NAS, LLC ("NAS"), Nationwide Marketing Group, LLC ("NMG") and Nationwide Administrative Services, Inc. ("NWAS"), and together with NAS and NMG, the "Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NewStar Financial, Inc., as agent for the Lenders (the "Agent"); the "Borrowers", and each a "Borrower"), the Loan Parties party thereto, the Lenders party thereto and the Agent;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of October 20, 2017 (the "Trademark Security Agreement"), and pursuant to the Asset Purchase Agreement dated as of October 20, 2017, by and among (i) Mega, (ii) MEGA Group – USA, Inc., a Tennessee corporation, (iii) America's Hometown Brand Center, Inc., an Oklahoma corporation, (iv) PGR Management, Inc., a Tennessee corporation, and (v) Rick Bellows, in his capacity as the Sellers' Representative to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") a lien on and security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademarks;

WHEREAS, the Trademark Security Agreement was sent for recording in the United States Patent and Trademark Office on October 20 2017.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks, including those Trademarks listed on Schedule 1 hereto.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement or the Security Agreement, as applicable.
2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.
3. Recordation. The Agent authorizes the Borrowers and their designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Borrowers' expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

FIRST EAGLE PRIVATE CREDIT, LLC,
as Agent

By: 
Name: Michelle Handy
Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Trademarks]


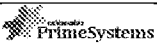

TRADEMARK
REEL: 007094 FRAME: 0335

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Nationwide MEGA, LLC	MEGA GROUP USA	4168822 / 85247342	7/3/2012 / 2/21/2011	USA

TRADEMARK APPLICATIONS

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Nationwide Marketing Group, LLC		87438819	5/5/2017	USA
		87438683	5/5/2017	USA
	BRANDSDIRECT	87438715	5/5/2017	USA
		87438744	5/5/2017	USA

TRADEMARK LICENSES

None.