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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM606578

SUBMISSION TYPE:	NEW ASSIGNMENT
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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: 3

Property Type	Number	Word Mark
Serial Number:	85091271	NATIONWIDE MARKETING GROUP, LLC APPLIANC
Serial Number:	77624334	NRC NATIONWIDE RENTAL COALITION NRCUS.CO
Serial Number:	77330786	SMART SAVER

CORRESPONDENCE DATA

Fax Number: 6172359493

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

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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
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	11/03/2020

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 "<u>Termination and Release</u>"), 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 "<u>Agent</u>") 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 June 1, 2015 (the "<u>Trademark Security Agreement</u>"), and pursuant to the Guarantee and Collateral Agreement dated as of June 1, 2015, by and among NAS, LLC; Nationwide Marketing Group, LLC; and Nationwide Administrative Services, Inc. (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Guarantee and Collateral Agreement</u>") a lien on and security interest (the "<u>Security Interest</u>") 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 June 1, 2015.

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. <u>Definitions</u>. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement or the Security Agreement, as applicable.
- 2. <u>Release of Security Interest</u>. 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. <u>Recordation</u>. 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]

TRADEMARK REEL: 007094 FRAME: 0382 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

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Nationwide Marketing Group,	nationwide	3947219/ 85091271	4/19/2011/ 7/23/2010	USA
LLC	marketing group	3646725/ 77624334	6/30/2009/ 12/2/2008	USA
NAS, LLC	smarto Savel	3618171/ 77330786	5/12/2009/ 11/15/2007	USA

TRADEMARK APPLICATIONS

None.	
	TRADEMARK LICENSES

9955337

RECORDED: 11/03/2020

None.

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