

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606583

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: 2			
Property Type	Number	Word Mark	
Registration Number:	4986762	WEBFRONTS	
Registration Number:	4959497	RETAILDECK	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			

CH \$65.00 4986762

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 "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 March 9, 2018 (the "Trademark Security Agreement"), and pursuant to the Unit Purchase Agreement dated February 22, 2018, by and among (i) Retail, (ii) Retailer Web Services, LLC, an Arizona limited liability company, (iii) Retailer Web Services, LLC, a Delaware limited liability company, (iv) James H. Kane, Jr., an individual, and (v) Lenard W. Conlon, an individual, (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 March 9, 2018.

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: 0388

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
RETAILER WEB SERVICES II, LLC	WEBFRONTS	4986762	June 28, 2016	USA
RETAILER WEB SERVICES II, LLC	RETAILDECK	4959497	May 17, 2016	USA

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.