

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628493

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900583008
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Veritex Community Bank	FORMERLY Green Bank, N.A.	11/30/2020	Chartered Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	NCP Finance Limited Partnership
Street Address:	205 Sugar Camp Circle
City:	Dayton
State/Country:	OHIO
Postal Code:	45409
Entity Type:	Limited Partnership: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5165525	NCP FINANCE

CORRESPONDENCE DATA

Fax Number:

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: 7136538898
 Email: parker.pritchett@tklaw.com
 Correspondent Name: Virginia Parker Pritchett
 Address Line 1: 811 Main Street
 Address Line 2: Suite 2500
 Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Virginia Parker Pritchett
SIGNATURE:	/s/ Virginia Parker Pritchett
DATE SIGNED:	02/26/2021

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of November 30, 2020 and granted by VERITEX COMMUNITY BANK as successor in interest to Green Bank, N.A. (“**Agent**”), in its capacity as collateral agent, in favor of NCP FINANCE LIMITED PARTNERSHIP, an Ohio limited partnership (“**Grantor**”), and its successors, assigns and legal representatives, and NCP SPV OHIO, LLC, an Ohio limited liability company, and NCP SPV TEXAS, L.P., an Ohio limited partnership, and each Guarantor listed on Schedule 1 hereto (collectively, the “**Pledgors**”).

WHEREAS, Grantor and the other Pledgors executed and delivered to Agent that certain Trademark Security Agreement (the “**Trademark Security Agreement**”), dated as of December 21, 2017, by and among Grantor, the other Pledgors, and Agent, for the benefit of the Secured Parties (as defined in the Security Agreement defined therein);

WHEREAS, pursuant to the Trademark Security Agreement, Grantor pledged and granted to Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6244, Frame 0487 on December 22, 2017; and

WHEREAS, Grantor and the other Pledgors have requested that Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Grantor of any and all right, title and interest Agent may have in the Trademarks pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

Definitions. The following term has the meaning set forth below:

“**Trademark**” means all of Grantor’s and each Pledgor’s right, title, and interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (as defined in the Security Agreement (as defined in the Trademark Security Agreement)) of such Pledgor: (i) Trademarks (as defined in the Security Agreement (as defined in the Trademark Security Agreement)) of such Pledgor listed on Schedule 2 attached hereto; (ii) all rights of any kind whatsoever of such Pledgor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) any and all royalties, fees, income, payments, and other Proceeds now or hereafter due or payable with respect to any and all of the foregoing (other than Excluded Property) (as defined in the Security Agreement (as defined in the Trademark Security Agreement)); and (iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution,

misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Release of Security Interest. Agent hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in the Trademarks.

Further Assurances. Agent agrees, at Grantor's sole cost and expense, to take all further actions, and provide to Grantor and each Pledgor and their respective successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and each Pledgor and their respective successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

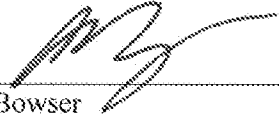
Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VERITEX COMMUNITY BANK as successor in
interest to Green Bank, N.A.,
as Agent

By:


Chad J. Bowser
Executive Vice President

Address for Notices:

4000 Greenbriar
Houston, Texas 77098
Attn: Chad Bowser
Telephone: 713-275-8247

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
NCP FINANCE OHIO, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
DRKE NCP, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
LEISURE CLASS PROPERTIES, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NCP HOLDINGS, L.P.	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
PLAN B REALTY, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NCP SPV GP, LLC	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NEEDMORE PARTNERS, INC.	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409
NMCAPITAL, INC.	c/o NCP FINANCE LIMITED PARTNERSHIP 205 Sugar Camp Circle Dayton, Ohio 45409

TRADEMARK REGISTRATIONS

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
NCP Finance Limited Partnership	5165525	March 21, 2017