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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM658216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release and Reassignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Administrative Agent		06/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Trinity Consultants, Inc	
Street Address:	12700 Park Central Drive, Suite 2100	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75251	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4896559	YOUR COMPLIANCE PARTNER
Registration Number:	4670621	TAKE COMPLETE CONTROL OF YOUR COMPLIANCE
Registration Number:	4668985	CONTINUOUS COMPLIANCE MONITORING SYSTEM
Registration Number:	4509140	ANCERON
Registration Number:	4541543	SUSTAINABLE INNOVATION
Registration Number:	4322979	ACS ENGINEERING GROUP
Registration Number:	3723923	DRIVER-BASED
Registration Number:	3033711	CCMS
Registration Number:	3039327	PERPETUAL COMPLIANCE ASSURANCE
Registration Number:	2985854	PERPETUAL AUDIT

CORRESPONDENCE DATA

Fax Number: 2124920298

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.

using a lax number, if provided, if that is unsuccessful, it will be sent via 05 ma

Phone: 212 373 3298

Email: skirschenheiter@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	022156-048		
NAME OF SUBMITTER:	Sarah Kirschenheiter		
SIGNATURE:	/Sarah Kirschenheiter/		
DATE SIGNED:	07/06/2021		

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of June 29, 2021, by NXT Capital, LLC, in its capacity as administrative agent for the Secured Creditors ("Agent") in favor of Trinity Consultants, Inc., a Delaware corporation (the "Grantor"). 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, pursuant to the terms of that certain Security Agreement, dated as of October 14, 2015 (the "Security Agreement"), among Agent, the Grantor and one or more of its affiliates (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor was required to execute and deliver to Agent, for the benefit of the Secured Creditors, the Trademark Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Trademark Security Agreement, dated as of October 28, 2019 (the "<u>Trademark Security Agreement</u>"), pursuant to which the Grantor granted, collaterally assigned and pledged to Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under Trademark Collateral (as defined below), including the Trademarks set forth on <u>Schedule 1</u> hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office ("USPTO") on October 29, 2019, at Reel 6781, Frame 0945; and

WHEREAS, Agent has agreed to release its security interest in and lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, terminates and discharges its continuing security interest in the Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on <u>Schedule I</u> hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

- 2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Trademark Collateral.
- 3. Agent hereby authorizes the Grantor, or the Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. Agent agrees to execute and deliver to the Grantor other instruments and other documents as may be necessary to release the security interest in and lien on the Trademark Collateral which had been granted under the Trademark Security Agreement.
 - 4. This Release shall be governed by the internal laws of the State of New York.

[Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the date first set forth above.

NXT CAPITAL, LLC, as Agent

Daniel Polaneczky

By: dan.polaneczky@nxtcapital.com

Name: Dan Polaneczky Title: Vice President

Trademark Release and Reassignment (Trinity)

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
YOUR COMPLIANCE PARTNER	4896559	2/2/2016	USPTO
TAKE COMPLETE CONTGROL OF YOUR COMPLIANCE WITH ONE REGULATORY SOLUTION	4670621	1/13/2015	USPTO
CONTINUOUS COMPLIANCE MONITORING SYSTEM	4668985	1/6/2015	USPTO
ANCERON	4509140	4/8/2014	USPTO
SUSTAINABLE INNOVATION	4541543	6/3/2014	USPTO
ACS ENGINEERING GROUP	4322979	4/23/2013	USPTO
DRIVER-BASED	3723923	12/8/2009	USPTO
CCMS	3033711	12/27/2005	USPTO
PERPETUAL COMPLIANCE ASSURANCE	3039327	1/10/2006	USPTO
PERPETUAL AUDIT	2985854	8/16/2005	USPTO

RECORDED: 07/06/2021