

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658218

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:	Working Buildings, LLC
Street Address:	1230 Peachtree Street NE, 300 Promenade
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Limited Liability Company: GEORGIA
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: 14

Property Type	Number	Word Mark
Registration Number:	5843559	CXALLOY TQ
Registration Number:	5834208	CXALLOY FM
Registration Number:	4286823	DELIVERING BUILDINGS THAT WORK - WORLDWI
Registration Number:	3890041	GYROSCOPE
Registration Number:	4692659	CXALLOY
Registration Number:	4299654	CXALLOY
Registration Number:	3975031	CXALLOY SUITES
Registration Number:	3854357	WORKINGHOSPITALS
Registration Number:	3764459	WORKINGHOSPITALS
Registration Number:	3723370	WORKINGLABORATORIES
Registration Number:	3665280	WORKINGLABORATORIES
Registration Number:	3723371	WORKINGLABORATORIES
Registration Number:	3719628	COLLECTIVE KNOWLEDGE FOR AN INTERCONNECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3719629	COLLECTIVE KNOWLEDGE FOR AN INTERCONNECT
CORRESPONDENCE DATA		
Fax Number:	2124920298	
	<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>	
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 York, NEW YORK 10019-6064	
ATTORNEY DOCKET NUMBER:	022156-0048	
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 Working Buildings, LLC, a Georgia limited liability company ("Working Buildings") and Trinity Consultants, Inc., a Delaware corporation, as assignee of the Trademarks on Schedule 1 from Working Buildings ("Trinity" and collectively with Working Buildings, the "Grantors"). 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, Working Buildings 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"), Working Buildings 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 Working Buildings were parties to that certain Trademark Security Agreement, dated as of October 28, 2019 (the "Trademark Security Agreement"), pursuant to which Working Buildings granted, collaterally assigned and pledged to Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Working Building's right, title and interest in, to and under Trademark Collateral (as defined below), including the Trademarks set forth on Schedule 1 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 0910;

WHEREAS, Working Buildings assigned the Trademarks set forth on Schedule 1 hereto to Trinity; and

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

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 Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):

(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 Schedule I 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 Grantors 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 Grantors, 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 Grantors, or the Grantors' 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 Grantors 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)

TRADEMARK

REEL: 007347 FRAME: 0304

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
CXALLOY TQ	5843559	8/27/2019	USPTO
CXALLOY FM	5834208	8/13/2019	USPTO
DELIVERING BUILDINGS THAT WORK – WORLDWIDE	4286823	2/5/2013	USPTO
GYROSCOPE	3890041	12/14/2010	USPTO
CXALLOY	4692659	2/24/2015	USPTO
CXALLOY	4299654	3/12/2013	USPTO
CXALLOY SUITES	3975031	6/7/2011	USPTO
WORKING HOSPITALS	3854357	9/28/2010	USPTO
WORKINGHOSPITALS	3764459	3/23/2010	USPTO
WORKINGLABORATORIES	3723370	12/8/2009	USPTO
WORKINGLABORATORIES	3665280	8/4/2009	USPTO
WORKINGLABORATORIES	3723371	12/8/2009	USPTO
COLLECTIVE KNOWLEDGE FOR AN INTERCONNECTED WORLD	3719628	12/1/2009	USPTO
COLLECTIVE KNOWLEDGE FOR AN INTERCONNECTED WORLD	3719629	12/1/2009	USPTO