

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARAGON CAPITAL PARTNERS AGENT, LLC		08/31/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	VIPER NORTHWEST, INC.		
Street Address:	1216 Jackson Street SE		
City:	Albany		
State/Country:	OREGON		
Postal Code:	97322		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4536182	VIPER NORTHWEST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	127128.00015		
NAME OF SUBMITTER:	Spencer Simon		
SIGNATURE:	/Spencer Simon/		
DATE SIGNED:	09/02/2021		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 31, 2021 (the “Effective Date”), is made by VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as Administrative Agent for the Secured Parties (the “Agent”), in favor of VIPER NORTHWEST, INC., an Oregon corporation (the “Grantor”).

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of March 27, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”), the Grantor granted to the Agent, for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral, including without limitation those trademark registrations set forth on Schedule I;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an IP Security Agreement, dated as of February 8, 2021 (the “IP Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the IP Agreement was recorded with the United States Patent and Trademark Office on February 9, 2021 at Reel 7184, Frame 0942;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the IP Agreement, as applicable.

2. Release. The Agent, on behalf of itself and the Secured Parties, hereby unconditionally and irrevocably releases, discharges, terminates and cancels all of its security interest in, to and under the Trademark Collateral, and retransfers, re-conveys and reassigns to the Grantor, as applicable, free and clear of any claims by the Agent, all right, title and interest of the Agent (if any) in, to and under the Trademark Collateral, including, without limitation (i) the trademark registrations and applications set forth on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, arising under the Security Agreement and the IP Agreement.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the IP Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**VARAGON CAPITAL PARTNERS AGENT,
LLC, as Collateral Agent**

By: Varagon Capital Partners, L.P., its sole member

By: 
Name: Michael Blumberg
Title: Managing Director

Schedule 1

<u>Grantor</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>
Viper Northwest, Inc.	VIPER NORTHWEST	85960984	4536182	May 27, 2014

Exhibit C

Stock Certificates and Powers

See attached