ETAS ID: TM694989

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Agent		11/03/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Retailer Web Services II, LLC		
Street Address:	110 Oakwood Drive, Suite 200		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	NAS, LLC		
Street Address:	110 Oakwood Drive, Suite 200		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
Name:	Nationwide Marketing Group, LLC		
Street Address:	110 Oakwood Drive, Suite 200		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27103		
Entity Type:	Limited Liability Company: NORTH CAROLINA		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark		
Registration Number:	4986762	WEBFRONTS		
Registration Number:	4959497	RETAILDECK		
Registration Number:	3618171	SMART SAVER		
Registration Number:	3947219	NATIONWIDE MARKETING GROUP, LLC APPLIANC		
Registration Number:	3646725	NRC NATIONWIDE RENTAL COALITION NRCUS.CO		

CORRESPONDENCE DATA

TRADEMARK

REEL: 007530 FRAME: 0785 900662905

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 12/15/2021

Total Attachments: 4

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TRADEMARK REEL: 007530 FRAME: 0786

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Termination and Release</u>"), dated as of November 3, 2020, is made by ARES CAPITAL CORPORATION, in its capacity as agent for certain secured parties, as pledgee, assignee and a secured party (in such capacities, the "<u>Agent</u>") under the Second Lien Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of June 1, 2015 (as amended, restated, supplemented and/or otherwise modified from time to time, the "Second Lien 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 Ares Capital Corporation, as agent for the Lenders (the "Agent"), 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 "<u>Trademark Security Agreement</u>"), and pursuant to the Pledge and Security Agreement dated April 30, 2018, made by the Grantors to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>") a lien on and security interest (the "<u>Security Interest</u>") 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 June 2, 2015;

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. <u>Definitions</u>. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement or the Security Agreement, as applicable.
- 2. <u>Release of Security Interest</u>. 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. For the avoidance of doubt, this Termination and Release applies solely to the security interest described in the Trademark Security Agreement and the Security Agreement and does not release any subsequent grant to Agent of a security interest in the Trademarks.
- 3. <u>Recordation</u>. 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.

TRADEMARK REEL: 007530 FRAME: 0787 [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.

ARES CAPITAL CORPORATION,

as Agent

Name: Mark Affolter

Title: Authorized Signatory

REEL: 007530 FRAME: 0789

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
NAS, LLC	SMART SAVER	3618171	May 12, 2009	USA
NATIONWIDE MARKETING GROUP, LLC	NATIONWIDE MARKETING GROUP, LLC APPLIANCES AUDIO/VIDEO FURNITURE	3947219	April 19, 2011	USA
Nationwide Marketing Group, LLC		3646725	June 30, 2009	USA

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

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RECORDED: 12/15/2021

TRADEMARK REEL: 007530 FRAME: 0790