ETAS ID: TM695632

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		12/16/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Nationwide MEGA, 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:	Nationwide Marketing Group, LLC
Street Address:	609 N Liberty Street
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4168822	MEGA GROUP USA
Registration Number:	3947219	NATIONWIDE MARKETING GROUP, LLC APPLIANC
Serial Number:	87438819	RENT DIRECT NATIONWIDE
Serial Number:	87438683	NATIONWIDE PRIMESYSTEMS
Serial Number:	87438715	BRANDSDIRECT
Serial Number:	87438744	RENT SMART BY NATIONWIDE MARKETING GROUP

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

kristin.brozovic@katten.com Email: **Correspondent Name:** Kristin Brozovic c/o Katten

TRADEMARK

REEL: 007533 FRAME: 0702

900663526

	525 W Monroe St Chicago, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	337285-172	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	12/17/2021	
Total Attachments: 3	·	

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> **TRADEMARK REEL: 007533 FRAME: 0703**

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 December 16, 2021, 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 October 20, 2017 (the "<u>Trademark Security Agreement</u>"), and pursuant to the Second Lien Guarantee and Collateral Agreement dated June 1, 2015, 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 October 23, 2017 and was recorded in the Trademark Division of the United States Patent and Trademark Office on October 23, 2017 on Reel 6188, Frame 0412;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks, including those Trademarks listed on <u>Schedule 1</u> 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.

[Signature page follows]

TRADEMARK REEL: 007533 FRAME: 0704 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: 007533 FRAME: 0705

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Nationwide MEGA,	MEGA GROUP USA	4168822 /	7/3/2012 /	USA
LLC		85247342	2/21/2011	

TRADEMARK APPLICATIONS

Loan Party	Trademarks	Registration/ Application Number	Registration Date/ Application Date	Jurisdiction
Nationwide Marketing Group,	2.0	3947219/	4/19/2011/	USA
	nationwide marketing group application and a control of the cont	85091271	7/23/2010	
	Marine solds	87438819	5/5/2017	USA
LLC	FrimeSystems	87438683	5/5/2017	USA
	BRANDSDIRECT	87438715	5/5/2017	USA
	Reg 1	87438744	5/5/2017	USA

TRADEMARK LICENSES

None.

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RECORDED: 12/17/2021

TRADEMARK REEL: 007533 FRAME: 0706