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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM696084

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cadence Bank (successor-in-interest to Cadence Bank, N.A.), as Agent		12/17/2021	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	NxEdge Inc. of Boise	
Street Address:	5605 Carnegie Blvd.	
Internal Address:	Suite 500	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28209-4674	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	3059464	NXEDGE	

#### **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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:** 7043311000

**Email:** PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

<u> </u>	
ATTORNEY DOCKET NUMBER:	017625.004781
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	12/20/2021

TRADEMARK REEL: 007535 FRAME: 0584

### **Total Attachments: 3**

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of December 17, 2021 (this "Release") is made by Cadence Bank (successor-ininterest to Cadence Bank, N.A.), as agent (together with its successors in such capacity, the "Agent"), under that certain Security Agreement (defined below), in favor of NxEdge Inc. of Boise, a Delaware corporation (the "Grantor").

Pursuant to (1) the Security Agreement dated as of February 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between the Grantor and the Agent for the Lenders and (2) the Intellectual Property Security Agreement dated as of February 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") by and between the Grantor and the Agent for the Lenders, and recorded February 21, 2018 in the records of the United States Patent and Trademark Office at Trademark Reel 006278, Frame 0735, the Grantor granted to the Agent a security interest in the IP Collateral, including all of Grantor's right, title and interest in and to the Trademarks listed on Schedule I attached hereto. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement or Intellectual Property Security Agreement, as applicable.

The Agent now wishes to release and terminate, on behalf of itself and its successors, legal representatives and assigns, the security interest in, and assign any and all right, title and interest in and to, the IP Collateral, including all of Grantor's right, title and interest in and to the Trademarks listed on Schedule I attached hereto, under the Security Agreement or Intellectual Property Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent hereby unconditionally and expressly releases, terminates, discharges and extinguishes, without any reservation, any and all security interests, liens, pledges, charges and other encumbrances of any kind in and to the IP Collateral, including all of Grantor's right, title and interest in and to the Trademarks listed on <a href="Schedule I">Schedule I</a> attached hereto, granted under the Security Agreement or Intellectual Property Security Agreement, and reassigns to Grantor all right, title and interest in and to, the IP Collateral, including all of Grantor's right, title and interest in and to the Trademarks listed on <a href="Schedule I">Schedule I</a> attached hereto.

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TRADEMARK
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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date above.

CADENCE BANK,

as Agent

By: Name: Rachel Heath

Title: Senior Vice President

**REEL: 007535 FRAME: 0587** 

# **SCHEDULE I**

#### U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Registration No./ Registration Date	Serial No.	Mark	Record Owner
1.	February 14, 2006	78321871	NxEdge	NxEdge Inc. of Boise
	3059464			

(Schedule I to Termination and Release of Intellectual Property Security Agreement) SMRH:4872-2204-3908

TRADEMARK
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**RECORDED: 12/20/2021**