

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM698399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Bank		12/28/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	FIXXUS Industrial Holdings Company, LLC		
Street Address:	4801 STOUGH RD		
City:	CONCORD		
State/Country:	NORTH CAROLINA		
Postal Code:	28027		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4266756	FIXXUS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	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		
ATTORNEY DOCKET NUMBER:	044965.000009		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	12/29/2021		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 28, 2021 (“Release”), is made by Pinnacle Bank (“Secured Party”), in favor of FIXXUS Industrial Holdings Company, LLC, a North Carolina limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as May 14, 2018 (“IP Security Agreement”) by and among the Grantor and Secured Party, Grantor granted to the Secured Party a continuing security interest all of Grantor’s right, title and interest in and to the Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, the “IP Collateral”); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 16, 2018 at Reel 045820 Frame 0266 (on patents) and May 16, 2018 at Reel 6331 Frame 0680 (on trademarks).

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the IP Security Agreement.

SECTION 2. Termination and Release. Secured Party hereby:


- (a) terminates the IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the continuing security interest all of Grantor’s right, title and interest in and to the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Further Assurances. Secured Party, at Grantor’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the IP Collateral, Secured Party will, at Grantor’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

Pinnacle Bank

By: 
Name: John McHugh
Title: SVP

Schedule A

Patents:

Owner	Patent No.	Filing Date	Issue Date	Title	Application No.	Jurisdiction
Fixxus Industrial Holdings Company, LLC	8,479,872	June 17, 2011	July 9, 2013	An Interior Surface System and Method	13/163,361	USA

Trademarks:

Owner	Registration No.	Filing Date	Reg. Date	Mark	Serial No.	Jurisdiction
Fixxus Industrial Holdings Company, LLC	4,266,756	Oct. 27, 2011	Jan. 1, 2013	FIXXUS	85/457,827	USA