

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank (successor by merger to SunTrust Bank), as Administrative Agent		01/05/2023	Banking Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	nexAir, LLC		
Street Address:	1350 Concourse Avenue		
Internal Address:	Suite 103		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38104		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2071969	NEXAIR	
Registration Number:	2124356	NEXAIR	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8136		
Email:	mtydir@jonesday.com		
Correspondent Name:	Michael Tydir, Jones Day		
Address Line 1:	1221 Peachtree Street, NE		
Address Line 4:	Atlanta, GEORGIA 30361		
NAME OF SUBMITTER:	Michael Tydir		
SIGNATURE:	/Michael Tydir/		
DATE SIGNED:	01/06/2023		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of January 5, 2023 (the “Effective Date”), by **TRUIST BANK** (successor by merger to SunTrust Bank), as Administrative Agent (in such capacity, the “Administrative Agent”), in favor of **NEXAIR, LLC**, a Tennessee limited liability company (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below), or if not defined therein, in the Credit Agreement (as defined below).

WHEREAS, reference is made to (a) that certain Second Amended and Restated Credit Agreement, dated as of April 30, 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as Borrower, the Lenders party thereto, and the Administrative Agent, and (b) the Guaranty and Security Agreement, dated as of December 31, 2015 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the other grantors from time to time party thereto, and the Administrative Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor and the Administrative Agent entered into that certain Trademark Security Agreement, dated as of December 31, 2015, which was recorded with the United States Patent and Trademark Office on January 28, 2016 at Reel 5718, Frame 0293 (as amended, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms of the Trademark Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, pledged and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of the Grantor in, to and under the following property (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses (excluding any intent-to-use application prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As of the date of the Trademark Security Agreement, all of the Grantor’s Trademark Collateral is set forth on Schedule I hereto; and


WHEREAS, the Administrative Agent now desires to release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement.

[Signature Page Follows]

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

TRUIST BANK, as Administrative Agent

By: 
Name: Jason Maykowski
Title: Senior Vice-President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 007940 FRAME: 0155

Schedule I

<u>Trademark</u>	<u>Grantor's % Ownership</u>	<u>Registration Number</u>
Word Mark – “nexAir”	100%	2071969
Word Mark – “nexAir”	100%	2124356