

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		05/11/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	100 William Street		
Internal Address:	Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3529772	ACI	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Ave		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	48787-6		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/Hayley Smith/		
DATE SIGNED:	05/12/2023		
Total Attachments: 5			
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**ASSIGNMENT OF GRANT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of May 11, 2023, is entered into by and between Citibank, N.A. ("Assignor") and UMB Bank, N.A., as successor collateral agent under the Pledge and Security Agreement as described below ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Pledge and Security Agreement referred to below.

WHEREAS, pursuant to that certain Term Pledge and Security Agreement, dated as of July 18, 2018 among NX Utilities, LLC ("Grantor"), the other grantors from time to time party thereto, and Fifth Third Bank, National Association ("Initial Assignor") (as may have been or may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Pledge and Security Agreement"), Grantor executed and delivered that certain Grant of Security Interest in United States Trademarks, dated as of July 18, 2018 (the "Grant");

WHEREAS, pursuant to the Pledge and Security Agreement and the Grant, Grantor granted to Initial Assignor a continuing security interest (the "Security Interest") in (i) all of Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (collectively, the "Marks") set forth on Schedule A attached hereto, (ii) all rights and privileges arising under applicable law with respect to Grantor's use of the Marks, (iii) all reissues, continuations, extensions and renewals of the Marks and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the Marks, including damages, claims and payments for past, present or future infringements of the Marks, (v) all rights corresponding to the Marks throughout the world, (vi) all the goodwill of the business with which the Marks are associated and (vii) rights to sue for past, present and future infringements or dilutions of the marks or other injuries thereto (collectively, the "Trademark Collateral"), to secure the payment and performance, as the case may be, in full of the Secured Obligations;

WHEREAS, pursuant to the Assignment of Grant of Security Interest in Trademark Collateral, dated as of December 11, 2019 among Initial Assignor and Assignor ("Initial Assignment"), Initial Assignor assigned to Assignor, and Assignor assumed, all of Initial Assignor's right, title and interest in, to and under, the Trademark Collateral and the Grant, including, without limitation its Security Interest in the Trademark Collateral;

WHEREAS, Initial Assignor recorded the Grant with the United States Patent and Trademark Office on July 19, 2018, at Reel 6385, Frame 0535;

WHEREAS, Assignor recorded the Initial Assignment with the United States Patent and Trademark Office on September 14, 2020, at Reel 007050, Frame 0613;

WHEREAS, pursuant to a Successor Agent Appointment and Agency Transfer Agreement, dated as of [] (the "Transfer Agreement"), Assignor resigned as Collateral Agent under the Pledge and Security Agreement and the Grant, and Assignee assumed such role, and Assignor agreed to execute and deliver such documents as may be reasonably requested by Assignee to assign the Liens granted in the Collateral under the Credit Documents, including the Security Interest in the Trademark Collateral; and

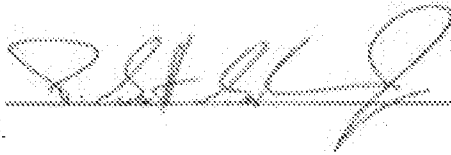
WHEREAS, pursuant to the Transfer Agreement, Assignor agreed to execute and deliver this Assignment to effectuate and confirm the assignment of the Security Interest in the Trademark Collateral, and for purposes of recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Collateral, the Grant, and the Initial Assignment,

including, without limitation, its Security Interest in the Trademark Collateral. The foregoing assignment is made as-is and where is and without representation or warranty of any kind, whether express or implied, and without recourse to the Assignor.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

Citibank, N.A. as Assignor

By: 

Name: Scott Sartorius

Title: Managing Director & Vice President

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent, accepts and assumes the foregoing Assignment.

DATED as of _____.

UMB BANK, N.A., as Assignee

By: T. Vitale
Name: TINA VITALE
Title: Senior Vice President

SCHEDULE A

MARK	SERIAL/REG NO.	APP/REG. DATE
ACI	3,529,772	Apr 26, 2007/Nov 11, 2008