

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Agent		11/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TPC Wire & Cable Corp.		
Street Address:	9600 Valley View Road		
City:	Macedonia		
State/Country:	OHIO		
Postal Code:	44056		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2279315	HY-TREX	
Registration Number:	2272247	SUPER-TREX	
Registration Number:	2032054	THERMO-TREX	
Registration Number:	1768529	TREX-ONICS	
Registration Number:	5032493	POWER-TREX	
Registration Number:	6162087	PITTSBURGH WIRE & CABLE	
Registration Number:	5702983	CICOIL	
Registration Number:	5102857	H	
Registration Number:	4971991		
Registration Number:	4971992	TPC WIRE & CABLE CORP.	
Registration Number:	4971994	EXPECT HIGH PERFORMANCE	
Registration Number:	4870344	TRIPLE-GARD	
Registration Number:	4866649	CHEM-GARD	
Registration Number:	4991253	DEFENDER	
Registration Number:	4866650	ULTRA-GARD	
Registration Number:	4866651	VULKO-WRAP	
Registration Number:	4866654	KORD-GARD	
Registration Number:	2591193	EZ FORM CABLE CORPORATION	
Registration Number:	4873955	GRIP-SEALS	

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CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 13129932622**Email:** gayle.grocke@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 330 N. Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611**ATTORNEY DOCKET NUMBER:** 059703-0023**NAME OF SUBMITTER:** Gayle D. Grocke**SIGNATURE:** /gdg/**DATE SIGNED:** 11/08/2023**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of November 6, 2023, is made by NXT Capital, LLC, as Agent (the “Agent”), in favor of TPC Wire & Cable Corp., a Delaware corporation (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of February 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time to date, the “Collateral Agreement”), among the Grantor and the other parties party thereto in favor of the Agent, and that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time to date), dated as of February 16, 2021 and recorded with the United States Patent and Trademark Office on February 16, 2021 at Reel 7193/Frame 0936 (the “Trademark Security Agreement”), the Grantor granted a security interest in certain collateral in favor of the Agent, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall have the meaning set forth in the Trademark Security Agreement, and shall also include all of the Grantor’s right, title or interest in, or to any and all of the Trademarks listed on Annex I attached hereto, together with the goodwill of the business symbolized thereby. Capitalized terms not defined herein have the meanings set forth in the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby reassigns, grants, and conveys to the Grantor all of the Agent’s right, title, and interest in and to the Trademark Collateral and hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Trademark Collateral, the Trademark Security Agreement and any and all right, title and interest of the Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent’s security interest in the Trademark Collateral. The Agent agrees to execute and deliver to the Grantor, at the Grantor’s expense, all other instruments and other documents as may be reasonably necessary or proper to release the security interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

NXT CAPITAL, LLC

Kirk Hovde

By: kirk.hovde@nxtcapital.com


Name: Kirk Hovde

Title: Director

[Signature Page to Release of Security Interest in Trademark Collateral]

ANNEX I
TRADEMARKS

No.	Grantor	Country	Trademark	Trademark Application Number App. Date	Trademark Registration Number Reg. Date	Status
1.	TPC WIRE & CABLE CORP.	U.S.	HY-TREX	75/530800 08/04/1998	2279315 09/21/1999	Live - 1A
2.	TPC WIRE & CABLE CORP.	U.S.	SUPER-TREX	75/530598 08/04/1998	2272247 08/24/1999	Live - 1A
3.	TPC WIRE & CABLE CORP.	U.S.	THERMO-TREX	75/051900 02/01/1996	2032054 01/21/1997	Live - 1A
4.	TPC WIRE & CABLE CORP.	U.S.	TREX-ONICS	74/320213 10/05/1992	1768529 05/04/1993	Live - 1A
5.	TPC WIRE & CABLE CORP.	U.S.	POWER-TREX	86/447936 11/07/2014	5032493 08/30/2016	Live - 1A
6.	TPC WIRE & CABLE CORP.	U.S.	PITTSBURGH WIRE & CABLE	88/678876 11/04/2019	6162087 09/29/2020	Live - 1A
7.	TPC WIRE & CABLE CORP.	U.S.	CICOIL	88/070913 08/08/2018	5702983 03/19/2019	Live - 1A
8.	TPC WIRE & CABLE CORP.	U.S.	H and Design 	86/629485 05/14/2015	5102857 12/20/2016	Live - 1A
9.	TPC WIRE & CABLE CORP.	U.S.	Design 	86/629556 05/14/2015	4971991 06/07/2016	Live - 1A
10.	TPC WIRE & CABLE CORP.	U.S.	TPC WIRE & CABLE CORP.	86/629578 05/14/2015	4971992 06/07/2016	Live - 1A
11.	TPC WIRE & CABLE CORP.	U.S.	EXPECT HIGH PERFORMANC E	86/629605 05/14/2015	4971994 06/07/2016	Live - 1A
12.	TPC WIRE & CABLE CORP.	U.S.	TRIPLE-GARD	86/616697 05/01/2015	4870344 12/15/2015	Live - 1A
13.	TPC WIRE & CABLE CORP.	U.S.	CHEM-GARD	86/616728 05/01/2015	4866649 12/08/2015	Live - 1A
14.	TPC WIRE & CABLE CORP.	U.S.	DEFENDER	86/616721 05/01/2015	4991253 07/05/2016	Live - 1A
15.	TPC WIRE & CABLE CORP.	U.S.	ULTRA-GARD	86/616730 05/01/2015	4866650 12/08/2015	Live - 1A
16.	TPC WIRE & CABLE CORP.	U.S.	VULKO-WRAP	86/616738 05/01/2015	4866651 12/08/2015	Live - 1A
17.	TPC WIRE & CABLE CORP.	U.S.	KORD-GARD	86/616759 05/01/2015	4866654 12/08/2015	Live - 1A

18.	TPC WIRE & CABLE CORP.	U.S.	EZ FORM CABLE CORPORATIO N and Design 	76/238150 04/10/2001	2591193 07/09/2002	Live - 1A
19.	TPC WIRE & CABLE CORP.	U.S.	GRIP-SEALS	86/629767 05/14/2015	4873955 12/22/2015	Live - 1A

TRADEMARK APPLICATIONS

None.