

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as administrative agent		11/29/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Carousel Industries of North America, LLC
Street Address:	659 South County Trail
City:	Exeter
State/Country:	RHODE ISLAND
Postal Code:	02822
Entity Type:	Limited Liability Company: RHODE ISLAND
Name:	NWN Corporation
Street Address:	659 South County Trail
City:	Exeter
State/Country:	RHODE ISLAND
Postal Code:	02822
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5995038	CAROUSEL
Registration Number:	6103301	CUSTOMER SUCCESS OBSESSED
Registration Number:	4671091	CAROUSEL INDUSTRIES
Registration Number:	3770334	CAROUSEL INDUSTRIES
Registration Number:	4583059	SIMPLICITY
Registration Number:	4629850	DISTRIBUCARE
Registration Number:	3198328	TIMEBANK
Registration Number:	3192221	MAXTIME
Registration Number:	2193080	ATRION
Registration Number:	1582363	SOURCE
Registration Number:	1539500	SOURCE
Registration Number:	6215335	N NWN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6139990	NWN
CORRESPONDENCE DATA		
Fax Number:	2028357586	
<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:	2028357500	
Email:	dcip@milbank.com	
Correspondent Name:	Javier J. Ramos, Esq.	
Address Line 1:	1850 K Street, NW, Suite 1100	
Address Line 2:	Milbank, LLP	
Address Line 4:	Washington, D.C. 20006	
ATTORNEY DOCKET NUMBER:	34408.00130	
NAME OF SUBMITTER:	Javier J. Ramos	
SIGNATURE:	/Javier J. Ramos/	
DATE SIGNED:	12/06/2023	
Total Attachments: 4		
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of November 29, 2023, by Wilmington Trust, National Association, as administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), in favor of Carousel Industries of North America, LLC, a Rhode Island limited liability company, and NWN Corporation, a Delaware corporation (each, individually, a “Grantor” and, collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement (as defined below), whether directly therein or by reference to another agreement.

W I T N E S S E T H

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of May 7, 2021 (as may have been amended, modified, extended, restated, replaced, or supplemented from time to time, the “Security Agreement”), the Grantors executed and delivered that certain Notice of Grant of Security Interest in Trademarks, dated as of May 7, 2021 (the “Trademark Security Agreement”), in favor of the Administrative Agent, which was recorded with the U.S. Patent and Trademark Office on May 10, 2021 at Reel/Frame 7286/0847;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Administrative Agent a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to, and under the U.S. Trademarks of such Grantor, including those identified on Annex 1 attached hereto (the “Trademark Collateral”); and

WHEREAS, the Grantor requests a release of the Trademark Collateral, and the Administrative Agent desires to terminate and grant a release of the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the Security Interest in the Trademark Collateral in its entirety and (c) reassigns to each Grantor any and all right, title and interest of any nature whatsoever which it may hold in, to, or under the Trademark Collateral of the Grantor (including, without limitation, the Trademarks and Trademark Applications of such Grantor identified on Annex 1 attached hereto).

The Administrative Agent hereby (a) authorizes the Grantors and their respective successors, assigns or other legal representatives to file this Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Administrative Agent’s Security Interest in the Trademark Collateral and (b) authorizes the U.S. Patent and Trademark Office to record and register this Release.

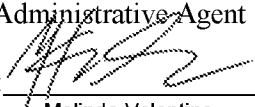
At the reasonable request and sole expense of the Grantors, the Administrative Agent agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

Delivery of an executed signature page of this Release by facsimile or electronic transmission (e.g., email of a PDF file) shall be as effective as delivery of a manually executed counterpart hereof. The words “executed,” “signed,” “signature,” and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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

Very truly yours,

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Melinda Valentine
Title: Vice President

Annex 1

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Carousel Industries of North America, LLC	5995038	2/25/20	7/19/19	Carousel Industries of North America, LLC	CAROUSEL
	6103301	7/14/20	5/17/19	Carousel Industries of North America, LLC	CUSTOMER SUCCESS OBSESSED
	4671091	1/13/15	6/5/14	Carousel Industries of North America, LLC	CAROUSEL INDUSTRIES
	3770334	4/6/10	5/29/09	Carousel Industries of North America, LLC	CAROUSEL INDUSTRIES
	4583059	8/12/14	8/8/13	Carousel Industries of North America, LLC	SIMPLICITY
	4629850	10/28/14	11/12/13	Carousel Industries of North America, LLC	DISTRIBUCARE
	3198328	1/16/07	9/28/05	Atrion, Inc.	TIMEBANK
	3192221	1/2/07	9/27/05	Atrion, Inc.	MAXTIME
	2193080	10/6/98	11/27/96	Atrion, Inc.	ATRION
	1582363	2/13/90	6/22/89	Carousel Industries of North America, LLC	SOURCE

<u>Grantor</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
	1539500	5/16/89	6/30/86	Carousel Industries of North America, LLC	SOURCE
NWN Corporation	6215335	12/8/20	5/5/20	NWN Corporation	N-NWN
NWN Corporation	6139990	9/1/20	10/23/19	NWN Corporation	NWN