

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC		12/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Online Labels, LLC		
Street Address:	2021 E Lake Mary Blvd.		
City:	Sanford		
State/Country:	FLORIDA		
Postal Code:	32773		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4857716	ONLINE LABELS	
Registration Number:	3714720	MAESTRO LABEL DESIGNER	
Registration Number:	3674811	ONLINELABELS.COM	
Registration Number:	3674812	ONLINELABELS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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) 572-3117		
Email:	aquinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	/s/ Alanna Quinn		
DATE SIGNED:	12/20/2023		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of December 19, 2023, by Varagon Capital Partners Agent, LLC, as administrative agent (in such capacity, “Administrative Agent”) in favor of Online Labels, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty and Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, the other grantors from time to time party thereto and Administrative Agent entered into that certain Guaranty and Security Agreement, dated as of July 15, 2020 (as amended, modified, restated and/or supplemented from time to time, the “Guaranty and Security Agreement”);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor and Administrative Agent entered into that certain Trademark Security Agreement, dated as of July 15, 2020 (the “Trademark Security Agreement”), in each case, pursuant to which Grantor granted to Administrative Agent, for the benefit of certain secured parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (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;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 15, 2020 at Reel 6999, Frame 0143; and

WHEREAS, Grantor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby (i) terminates the Trademark Security Agreement and (ii) terminates, releases, discharges, and cancels, without any representation, warranty, recourse or undertaking by Administrative Agent, its Lien on and security interest in, all of Grantor’s right, title and interest in, to and under the Trademark Collateral.
2. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Administrative Agent, any and all of Administrative

Agent's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Release with the United States Patent and Trademark Office at the expense of the Grantor.

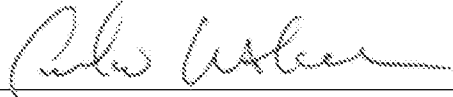
3. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as of the day and year first above written.

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., its sole member

By: 

Name: Andrew Witkowski

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
ONLINE LABELS	86394605	09/15/2014	4857716	11/24/2015
Maestro Label Designer	77717207	04/20/2009	3714720	11/24/2009
OnlineLabels.com	77716014	04/17/2009	3674811	08/25/2019
OnlineLabels	77716028	04/17/2009	3674812	08/25/2009