

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest In Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acquiom Agency Services LLC, as Administrative Agent		01/23/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Ripple Glass, LLC		
Street Address:	17220 Katy Freeway		
Internal Address:	Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77094		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	NexCycle, Inc.		
Street Address:	17220 Katy Freeway		
Internal Address:	Suite 150		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77094		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2143443	NEXCYCLE	
Registration Number:	2181175	NEXCYCLE	
Registration Number:	5540526	LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.	
Registration Number:	5540524	RIPPLEGLASS	
Registration Number:	5540523		
Registration Number:	5540521	GOT GLASS?	
Registration Number:	5540519	RIPPLEGLASS	
Serial Number:	97448788	NEXCYCLE	
CORRESPONDENCE DATA			
Fax Number:	2128366337		

OP \$215.00 2143443

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: 2128367319
Email: paul.somelofske@arnoldporter.com
Correspondent Name: Paul Somelofske
Address Line 1: c/o Arnold & Porter Kaye Scholer LLP
Address Line 2: 250 West 55th Street
Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
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SIGNATURE:	/Paul J. Somelofske/
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DATE SIGNED:	01/23/2024
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of January 23, 2024 (the “Effective Date”), is made by ACQUIOM AGENCY SERVICES LLC, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of RIPPLE GLASS, LLC and NEXCYCLE, INC. (collectively, the “Grantors”).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of November 1, 2017 (as the same may have been amended, restated amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among Strategic Materials Holding Corp., a Delaware corporation (“Borrower”), SMI Group Acquisitions, Inc., a Delaware corporation, each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Acquiom Agency Services LLC and Seaport Loan Products LLC, as co-administrative agents (as successor administrative agent to Goldman Sachs Bank USA (“Goldman Sachs”)), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of November 1, 2017 (as the same may have been amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Security Agreement”), and in connection therewith, the Grantors executed and delivered the First Lien Intellectual Property Security Agreement Supplement (the “IP Security Agreement”), dated as of September 22, 2022, for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the IP Security Agreement was filed and recorded with the USPTO on September 27, 2022, at Reel/Frame 7860/0514, and assigned from Goldman Sachs to Administrative Agent by that certain First Lien Intellectual Property Security Interest Assignment Agreement dated as of September 15, 2023 pending recordation with the USPTO;

WHEREAS, in accordance with the terms set forth in the Security Agreement and pursuant to a confirmed chapter 11 plan, Administrative Agent has agreed to terminate and release the entirety of its security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby agrees as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

2. Release. Administrative Agent, without representation or warranty of any kind, and on behalf of the Secured Parties, hereby releases, discharges, terminates and cancels its lien on and security interest in and to the Collateral, including the Collateral (as defined in the IP Security Agreement and including, without limitation, those Trademarks set forth on Schedule 1 attached hereto), arising under the Security Agreement and the IP Security Agreement.

3. Further Assurances. Administrative Agent agrees to take all further actions, and provide to the

Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGE FOLLOWS]

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


ACQUIOM AGENCY SERVICES LLC,
as Administrative Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Senior Director

**SCHEDULE 1
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademark Registrations/Applications

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>
1.	Nexcycle, Inc.	NEXCYCLE (class 040)	USA	75/136123	2143443
2.	Nexcycle, Inc.	NEXCYCLE (class 037)	USA	75/136121	2181175
3.	Nexcycle, Inc.	NEXCYCLE (DESIGN) NEXCYCLE	USA	97/448788	N/A
4.	Nexcycle, Inc.	NEXCYCLE	Canada	0818272	TMA516125
5.	Nexcycle, Inc.	NEXCYCLE (DESIGN) NEXCYCLE	Canada	2191613	N/A
6.	Ripple Glass, LLC	LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.(w/ Design) LIVE GREEN. THINK PURPLE. CHOOSE RIPPLE.	USA	87751178	5540526
7.	Ripple Glass, LLC	RIPPLEGLASS (w/ Design) RIPPLEGLASS	USA	87751174	5540524
8.	Ripple Glass, LLC	(Design Only) 	USA	87751171	5540523
9.	Ripple Glass, LLC	GOT GLASS? (w/ Design)	USA	87751130	5540521

	<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Reg. Number</u>
		GOT GLASS?			
10.	Ripple Glass, LLC	RIPPLEGLASS (w/ Design)  rippleglass	USA	87751125	5540519

Domain Names

<u>Domain Name</u>	<u>Creation Date</u>	<u>Expiration Date</u>	<u>Registrant Name</u>	<u>Registrar</u>
nexcycle.com	11/01/1996	10/30/2023	Private registration	GoDaddy.com, LLC