

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		07/30/2021	DELAWARE STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	DTX INTERNATIONAL, LLC		
Street Address:	7951 WEST ERIE AVENUE		
City:	LORAIN		
State/Country:	OHIO		
Postal Code:	44053		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4884367	PERFECT POPCORN EVERY TIME	
Registration Number:	4542440	RAD CYCLE PRODUCTS	
Registration Number:	4505015	PENTAGON	
Registration Number:	4505013	SQUARE PERFECT	
Registration Number:	4546703	GREAT NORTHERN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	21683865		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	01/30/2024		

CH \$140.00 4884367

Total Attachments: 4

source=MidCap-Trademark - Release of Trademark Security Agreement (DTX International) (Executed)#page1.tif

source=MidCap-Trademark - Release of Trademark Security Agreement (DTX International) (Executed)#page2.tif

source=MidCap-Trademark - Release of Trademark Security Agreement (DTX International) (Executed)#page3.tif

source=MidCap-Trademark - Release of Trademark Security Agreement (DTX International) (Executed)#page4.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of July 30, 2021 (this "Release") is made by MIDCAP FINANCIAL TRUST, acting in its capacity as administrative agent (in such capacity, the "Administrative Agent") under that certain Trademark Security Agreement, dated as of October 12, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement") by and between DTX INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantor") and the Administrative Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on October 12, 2017 at reel 6181, frame 0609, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest and Lien on all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired Trademark registrations, Trademark applications and Trademark Licenses, including those set forth on the attached Schedule A (the "Trademark Collateral");

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 30, 2021, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreement in the Released Collateral, (b) release its security interest in and Lien on the Released Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Released Collateral and (d) reassigns all rights and interests it may have in the Released Collateral to the Grantor.

[Remainder of Page Intentionally Left Blank]

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

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A
Trademark Collateral

1. Marks Registered in the United States Patent and Trademark Office

Mark	Registration No.	Goods
PERFECT POPCORN EVERY TIME	Reg. No. 4884367	(Int'l Class: 30) popcorn
RAD CYCLE PRODUCTS	Reg. No. 4542440	(Int'l Class: 08) manual hoists (Int'l Class: 12) bicycle stands; air pumps for two-wheeled motor vehicles or bicycles
PENTAGON	Reg. No. 4505015	(Int'l Class: 06) Metal leg extension devices, namely, drywall stilts used by workers in the construction industry; Metal benches used by workers in the construction industry. (Int'l Class: 08) manually operated drywall lifts (Int'l Class: 12) dollies
SQUARE PERFECT	Reg. No. 4505013	(Int'l Class: 09) Flashlights for use in photography; Electrical lights for use in photography; Portable photography equipment, namely, reflectors, tripods, light stands and supports and bags specially adapted for these goods; Light directors and photographic lighting tents, all for use with photographic lighting equipment; Collapsible light directors and diffusers for use with photographic lighting equipment; Strobe light apparatus for use in professional quality photography (Int'l Class: 24) muslin backdrops for use in photographic and video production

GREAT NORTHERN	Reg. No. 4546703	<p>(Int'l Class: 11) Electric food warmers; Electric popcorn poppers; Electric kettles for popcorn; Cotton candy making machines; Electric shaved ice machines; Electric food appliances, namely, hot dog roller machines; Ice cube making machines.</p> <p>(Int'l Class: 21) non-electric popcorn poppers</p> <p>(Int'l Class: 30) seasonings and flavoring for popcorn, cotton candy floss, namely flavored sugar; unpopped popcorn</p>
----------------	------------------	--

LICENSES

None.