

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI161033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		04/09/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PRESCO POLYMERS OPCO, INC.		
Street Address:	1201 E. Pecan Street		
City:	Sherman		
State/Country:	TEXAS		
Postal Code:	75090		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5296294	PRESCO	
Registration Number:	5404862	PV PROFLEX VINYL	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6152446380		
Email:	sarah.wills@hklaw.com		
Correspondent Name:	Mr. Jimar Sanders		
Address Line 1:	c/o Holland & Knight LLP		
Address Line 2:	633 Chestnut Street, Suite 1400		
Address Line 4:	Chattanooga, TENNESSEE 37450		
ATTORNEY DOCKET NUMBER:	833082-00005		
NAME OF SUBMITTER:	SARAH WILLS		
SIGNATURE:	SARAH WILLS		
DATE SIGNED:	04/11/2024		
Total Attachments: 4			
source=nxt presco trademark release and reassignment (presco 2019) (003)#page1.tif			
source=nxt presco trademark release and reassignment (presco 2019) (003)#page2.tif			

OP \$65.00.00 87361222

source=nxt presco trademark release and reassignment (presco 2019) (003)#page3.tif

source=nxt presco trademark release and reassignment (presco 2019) (003)#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as April 9, 2024, by NXT Capital, LLC, in its capacity as administrative agent for the Lenders (“Agent”), in favor of PRESCO POLYMERS OPCO, INC., a Delaware corporation (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of that certain Credit Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto as Lenders and Agent, Grantor entered into that certain Guarantee and Collateral Agreement, dated as of February 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantor, the other Grantors party thereto from time to time and Agent, for the benefit of itself and the Lenders, a continuing security interest in all of Grantor’s right, title and interest in and to the Collateral;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor was required to execute and deliver to Agent, for the benefit of Agent and the Lenders, the Trademark Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Trademark Security Agreement, dated as of February 1, 2019 (the “Trademark Security Agreement”), pursuant to which the Grantor granted, to Agent, for the benefit of itself and the Lenders, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on February 1, 2019, at Reel 6547, Frame 0354; and

WHEREAS, Agent has agreed to release the entirety of its Security Interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release of Security Interest in Trademark Collateral. Agent hereby releases, terminates and discharges its Security Interest in the Grantor’s entire right, title and interest in and lien on and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the “Trademark Collateral”):

a. each Trademark, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, including those Trademarks referred to on Schedule I attached hereto; and

b. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.

3. Reassignment of Trademark Collateral. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Trademark Collateral.


4. Further Assurances. Agent hereby agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

5. Governing Law. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the date first set forth above.

NXT CAPITAL, LLC, as Agent

By: 
Name: Jeff White
Title: Director

SCHEDULE I

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
Presco Polymers OpCo, Inc.	PRESCO	5296294	9/26/17
Presco Polymers OpCo, Inc.	PV PROFLEX VINYL	5404862	2/20/18

Trademark Applications

None.