

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317414

|   |   |                          |                                     |
|---|---|--------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                            |                          |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST              |                          |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |                          |                                     |
| <b>Name</b>   | <b>Formerly</b>                           | <b>Execution Date</b>    | <b>Entity Type</b>                  |
| NXT CAPITAL, LLC  |   | 09/18/2014               | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                          |                                     |
| <b>Name:</b>  | MCKENZIE SPORTS PRODUCTS, LLC             |                          |                                     |
| <b>Street Address:</b>  | 1910 St. Lukes Church Road                |                          |                                     |
| <b>City:</b>  | Salisbury                                 |                          |                                     |
| <b>State/Country:</b>   | NORTH CAROLINA                            |                          |                                     |
| <b>Postal Code:</b>   | 28146                                     |                          |                                     |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: NORTH CAROLINA |                          |                                     |
| <b>PROPERTY NUMBERS Total: 15</b>   |   |                          |                                     |
| <b>Property Type</b>  | <b>Number</b>                             | <b>Word Mark</b>         |                                     |
| <b>Registration Number:</b>   | 0929722                                   | VAN DYKE'S               |                                     |
| <b>Registration Number:</b>   | 3736077                                   | WALL HABITAT             |                                     |
| <b>Registration Number:</b>   | 2427692                                   | ORIGINAL CREATIONS       |                                     |
| <b>Registration Number:</b>   | 2413936                                   | ARTISTRY IN FIRE & GLASS |                                     |
| <b>Registration Number:</b>   | 1661348                                   | BALMEX                   |                                     |
| <b>Registration Number:</b>   | 1521551                                   | DAKOTA FLESHER           |                                     |
| <b>Registration Number:</b>   | 1391564                                   | VAN DYKE'S               |                                     |
| <b>Registration Number:</b>   | 1326518                                   | TRANS-LA-TEX             |                                     |
| <b>Registration Number:</b>   | 1267501                                   | CURATAN                  |                                     |
| <b>Registration Number:</b>   | 1267482                                   | TANNIUM                  |                                     |
| <b>Registration Number:</b>   | 1208408                                   | FLEXIFORM                |                                     |
| <b>Registration Number:</b>   | 1090914                                   | FULL-FLEX                |                                     |
| <b>Registration Number:</b>   | 0972542                                   | FLEX-A-MOVE              |                                     |
| <b>Registration Number:</b>   | 2447628                                   |                          |                                     |
| <b>Serial Number:</b>   | 85460596                                  |                          |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                          |                                     |
| <b>Fax Number:</b>  | 2129692900                                |                          |                                     |
| <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> |   |                          |                                     |
| <b>TRADEMARK</b>  |   |                          |                                     |

CH \$390.00 0929722

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**Correspondent Name:** Jenifer deWolf Paine  
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**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

|                                |                        |
|--------------------------------|------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 11668-136              |
| <b>NAME OF SUBMITTER:</b>      | Jenifer deWolf Paine   |
| <b>SIGNATURE:</b>              | /Jenifer deWolf Paine/ |
| <b>DATE SIGNED:</b>            | 09/18/2014             |

**Total Attachments: 3**

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source=Trademark Release (NXT CAPITAL)#page2.tif  
source=Trademark Release (NXT CAPITAL)#page3.tif

**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 18, 2014, by NXT CAPITAL, LLC, in its capacity as Agent (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, McKenzie Sports Products, LLC, a North Carolina limited liability company (“Grantor”) and Secured Party are parties to that certain Trademark Security Agreement dated as of March 30, 2012 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 30, 2012, at Reel 4749, Frame 0481;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and 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. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business conducted with the use of, and symbolized by, each Trademark; and

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

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC

By: Brian Schleich  
Name: Brian Schleich  
Title: Vice President

Trademark Release and Reassignment

TRADEMARK  
REEL: 005365 FRAME: 0303

**SCHEDULE 1**

**Trademark Registrations**

| <b>Trademark</b>         | <b>Registration Number</b> | <b>Registration Date</b> | <b>Jurisdiction</b> |
|--------------------------|----------------------------|--------------------------|---------------------|
| Van Dyke's               | 0929722                    | 2/22/1972                | USPTO               |
| Wall Habitat             | 3736077                    | 1/12/2010                | USPTO               |
| Original Creations       | 2427692                    | 2/6/2001                 | USPTO               |
| Artistry In Fire & Glass | 2413936                    | 12/19/2000               | USPTO               |
| Balmex                   | 1661348                    | 10/22/1991               | USPTO               |
| Dakota Flesher           | 1521551                    | 1/24/1989                | USPTO               |
| Van Dyke's               | 1391564                    | 4/29/1986                | USPTO               |
| Trans-La-Tex             | 1326518                    | 3/26/1985                | USPTO               |
| Curatan                  | 1267501                    | 2/21/1984                | USPTO               |
| Tannium                  | 1267482                    | 2/21/1984                | USPTO               |
| Flexiform                | 1208408                    | 9/14/1982                | USPTO               |
| Full-Flex                | 1090914                    | 5/9/1978                 | USPTO               |
| Flex-A-Move              | 0972542                    | 11/6/1973                | USPTO               |
| (Design Only)            | 2447628                    | 5/1/2001                 | USPTO               |

**Trademark Applications**

| <b>Trademark</b> | <b>Application Number</b> | <b>Application Date</b> | <b>Jurisdiction</b> |
|------------------|---------------------------|-------------------------|---------------------|
| (Design Only)    | 85460596                  | 10/31/2011              | USPTO               |