

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420871

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NXT Capital, LLC		03/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Material Handling Services, LLC		
<b>Street Address:</b>	3235 Levis Commons Blvd		
<b>Internal Address:</b>	Suite 3235		
<b>City:</b>	Perrysburg		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43551		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4913392	FLEXX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	vmann@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Virginia F. Mann		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	20352-026		
<b>NAME OF SUBMITTER:</b>	Virginia F. Mann		
<b>SIGNATURE:</b>	/Virginia F. Mann/		
<b>DATE SIGNED:</b>	03/23/2017		
<b>Total Attachments: 4</b>			
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**EXECUTION VERSION**

**NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of March 10, 2017 is made by NXT Capital, LLC, in its capacity as agent (referred to herein as the “Agent”), in favor of Material Handling Services, LLC, a Delaware limited liability company (the “Company”), pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of December 14, 2015 (as amended or modified from time to time, the “Collateral Agreement”), among the Company, the Agent and other parties thereto.

**W I T N E S S E T H:**

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of December 14, 2015, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in certain of its intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with the use thereof or symbolized thereby (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on December 14, 2015, at Reel/Frame No. 5687/0531; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.


SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Signatures Follow On Next Page.]*

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

NXT Capital, LLC,  
as Agent

By:   
Name: *DAMIAN P. LOBATO*  
Title: *DIRECTOR*  
*DELIA AUTOMOTORES S.L. S. DE C.V.*

[Signature Page - Notice of Release of Security Interest in Trademark Rights in Favor of Material Handling Services, LLC]

**SCHEDULE A**

**U.S. Trademark Applications and Registrations**

<b>Mark Name</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
FLEXX	86/713,252	August 3, 2015	4913392	March 8, 2016