# CH \$540.00 47952

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM429912

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		05/26/2017	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Resource Label Group, LLC
Street Address:	147 Seaboard Lane
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	Limited Liability Company: TENNESSEE

## **PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	4795297	OXFORD GRAPHICS
Registration Number:	4785991	OXFORD GRAPHICS
Registration Number:	4790599	RESOURCE LABEL GROUP
Registration Number:	4782031	RESOURCE LABEL
Registration Number:	4799106	FOX TAG + LABEL
Registration Number:	4789531	
Registration Number:	5054703	TML
Registration Number:	5054704	TML
Registration Number:	5198121	TAYLOR MADE
Registration Number:	4127887	MID SOUTH RFID
Registration Number:	4127888	RESOURCE LABEL GROUP
Registration Number:	4968178	FOX TAG + LABEL
Registration Number:	5202812	LITHO FLEXO
Registration Number:	5202808	LITHO FLEXO
Serial Number:	86497636	FOX
Serial Number:	86936285	TML TAYLORMADELABELS CUSTOM LABELS/DESIG
Serial Number:	87303989	ADVANCED LABELS NW
Serial Number:	87304001	ADVANCED LABELS NW
Serial Number:	87302994	RAYPRESS
		TRADEMARK

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87276037	NATIONAL REACH. LOCAL TOUCH.
Serial Number:	87253892	ADVANCED LABELS SUPERIOR LABEL SOLUTIONS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2126980453

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.

/Alan Wang/

Email: alan.wang@dechert.com

Correspondent Name: Zhenghui (Alan) Wang Phd.

Address Line 1: 1095 Avenue of the Americas

Address Line 2: Dechert LLP

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Alan Wang

**DATE SIGNED:** 06/04/2017

**Total Attachments: 4** 

**SIGNATURE:** 

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#### TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment (this "Release") is made as of May 26, 2017, by NXT Capital, LLC, as Agent ("Grantee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

#### WITNESSETH:

WHEREAS, Resource Label Group, LLC, a Tennessee limited liability company ("Grantor") and Grantee are parties to (i) that certain Trademark Security Agreement dated as of April 5, 2011 (the "April Security Agreement"), (ii) that certain Trademark Security Agreement dated as of September 30, 2015 (the "September Security Agreement"), (iii) that certain Trademark Security Agreement dated as of February 9, 2016 (the "February Security Agreement"), (iv) that certain Trademark Security Agreement dated as of November 21, 2016 (the "November Security Agreement"), and (v) that certain Trademark Security Agreement dated as of March 1, 2017 (the "March Security Agreement"; the April Security Agreement, the September Security Agreement, the February Security Agreement, the November Security Agreement, and the March Security Agreement are sometimes individually referred to herein as a "Security Agreement" and collectively as the "Security Agreements"), in each case, pursuant to which Grantor granted a security interest to Grantee in certain Trademarks (as defined in the applicable Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 attached hereto;

WHEREAS, the (i) April Security Agreement was recorded by the United States Patent and Trademark Office on April 5, 2011, at Reel 4515, Frame 0552, (ii) September Security Agreement was recorded by the United States Patent and Trademark Office on September 30, 2015, at Reel 5634, Frame 0545, (iii) February Security Agreement was recorded by the United States Patent and Trademark Office on February 9, 2016, at Reel 5727, Frame 0370, (iv) November Security Agreement was recorded by the United States Patent and Trademark Office on November 21, 2016, at Reel 5926, Frame 0927, and (v) March Security Agreement was recorded by the United States Patent and Trademark Office on March 2, 2017, at Reel 6000, Frame 0532;

WHEREAS, Grantor has requested that Grantee 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. Grantee hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, 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 Trademark; and
  - (ii) all products and proceeds of the forgoing, 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.

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- 2. Grantee hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademarks and the Trademark Collateral.
- 3. Grantee hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Grantee hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

[Signature Page Follows]

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

NXT CAPITAL, LL-G, as Agent

By:

Name: Patrick Koehl

Title: Director

# SCHEDULE 1

# **Trademark Registrations**

Trademark	Registration Number	Registration Date
OXFORD GRAPHICS	4795297	8/18/15
OXFORD GRAPHICS	4785991	8/4/15
RESOURCE LABEL GROUP	4790599	8/11/15
RESOURCE GROUP	4782031	7/28/15
FOX TAG + LABEL	4799106	8/25/15
Design only	4789531	8/11/15
TML	5054703	10/4/16
TML	5054704	10/4/16
TAYLOR MADE	5198121	05/09/17
MID SOUTH RFID	4127887	04/17/12
RESOURCE LABEL GROUP	4127888	04/17/12
FOX TAG + LABEL	4968178	05/31/16
LITHO FLEXO (& Design)	5202812	05/16/17
LITHO FLEXO	5202808	05/16/17

## **Trademark Applications**

Trademark	Serial Number	Application Date
FOX	86497636	1/7/15
TML TAYLORMADELABELS CUSTOM LABELS/DESIGN/LABELING SYSTEMS	86936285	3/10/16
ADVANCED LABELS NW	87303989	1/17/17
ADVANCED LABELS NW	87304001	1/17/17
RAYPRESS	87302994	1/16/17
NATIONAL REACH. LOCAL TOUCH.	87276037	12/21/16
ADVANCED LABELS SUPERIOR LABEL SOLUTIONS N W	87253892	12/1/16

**RECORDED: 06/04/2017** 

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