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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.1 ETAS ID: TM429992

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		04/07/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent				
Street Address:	ress: 20 King Street West				
Internal Address:	4th Floor				
City:	Toronto, Ontario				
State/Country:	CANADA				
Postal Code:	M5H 1C4				
Entity Type:	Chartered Bank: CANADA				

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5203015	MOVE FORWARD WITH CERTAINTY
Serial Number:	86966189	NXT CAPITAL
Serial Number:	86966185	NXT CAPITAL

CORRESPONDENCE DATA

Fax Number: 7045032622

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.

Phone: 704 503 2600

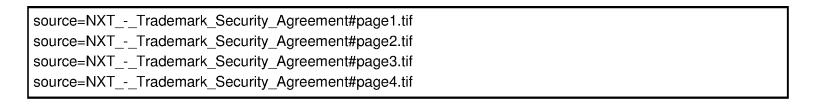
Email:vbantug@kslaw.comCorrespondent Name:KING & SPALDINGAddress Line 1:100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	12668.015002
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	06/05/2017

Total Attachments: 4



NOTICE

OF

GRANT OF SECURITY INTEREST

IN

TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to that certain Security Agreement entered into as of November 23, 2016 (as amended by that certain First Amendment, dated as of April 7, 2017, and as further amended, restated, amended and restated, modified, extended, replaced, or supplemented from time to time, the "Security Agreement"), among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Royal Bank of Canada, as Administrative Agent (the "Administrative Agent") for the ratable benefit of the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in, and a right to set off against, any and all right, title and interest of such obligor in and to the trademark registrations and applications, and trademark licenses, shown on Schedule 1 attached hereto.

The Obligors and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademark registrations and applications, and trademark licenses, shown on <u>Schedule 1</u> attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement, and (ii) is not to be construed as an assignment of any trademark registration or application, or trademark license, or any right in any mark covered thereby.

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Very truly yours,

NXT CAPITAL, LLC

Acknowledged and Accepted:

ROYAL BANK OF CANADA,

as Administrative Agent

By:____ Name:

Susan, Khokher

Title: Manager, Agency

Schedule 1

Trademark Registrations							
Image	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Name of Grantor	
ANSVE FORMANTE WHITE CITA I GIBLEY	MOVE FORWARD WITH CERTAINTY (service mark)	86966201	4/6/2016	5203015	5/16/2017	NXT Capital, LLC	

Trademark Applications							
Image	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Name of Grantor	
NXT CAPITAL	NXT CAPITAL (service mark)	86966189	4/6/2016	N/A	N/A	NXT Capital, LLC	
NXT CAPITAL	NXT CAPITAL (service mark)	86966185	4/6/2016	N/A	N/A	NXT Capital, LLC	

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RECORDED: 06/05/2017