# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM463569

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME

6060/0872

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC			Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	NIXON, INC.		
Street Address:	701 South Coast Highway 101		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92024		
Entity Type:	Corporation: CALIFORNIA		

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4641883	NIXON
Registration Number:	3212732	NIXON
Registration Number:	2997793	NIXON
Registration Number:	4006824	NIXON
Registration Number:	4118830	NIXON
Registration Number:	2336701	

# CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

ypan@proskauer.com Email: **Correspondent Name:** Michael Gallagher Proskauer Rose LLP Address Line 1: Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	55100-002
NAME OF SUBMITTER:	Michael Gallagher

**TRADEMARK** REEL: 006280 FRAME: 0323

900440804

SIGNATURE:	/Michael Gallagher/
DATE SIGNED:	02/27/2018
Total Attachments: 3	·

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#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURTY AGREEMENT ("Release"), effective as of February 26, 2018, given by **CORTLAND CAPITAL MARKET SERVICES LLC**, as Collateral Agent ("Agent") to **NIXON, INC.**, a California corporation (the "Pledgor").

### WITNESSETH

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 12, 2017 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), the Lenders (as defined in the Credit Agreement) have agreed to make certain financial accommodations to the Borrower (as defined in the Credit Agreement);

**WHEREAS**, in connection with the Credit Agreement, the Pledgor executed that certain Amended and Restated Security Agreement, dated as of May 12, 2017 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") and granted to the Agent a continuing priority security interest in and to all Pledgor's right, title and interest in all the Trademarks of the Pledgor, including as set forth on Schedule A attached hereto (collectively, the "Patents") to secure the Secured Obligations (as defined in the Credit Agreement);

**WHEREAS,** in furtherance of the Security Agreement, the Pledgor executed a Trademark Security Agreement, dated May 12, 2017 (the "<u>Trademark Security Agreement</u>"), which was duly recorded on May 17, 2017, at Reel 6060 Frame 0872 in the United States Patent and Trademark Office;

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Pledgor and to dissolve those Liens (as defined in the Credit Agreement) and encumbrances created by the Trademark Security Agreement and the Security Agreement in respect of the Trademarks.

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby grants, assigns and conveys, without recourse or warranty, to the Pledgor all of its rights, title and interest in the Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto the Pledgor any and all security interests or liens it has against the Trademarks.

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**IN WITNESS WHEREOF,** the undersigned, by and through its authorized officer has caused this Release to be executed as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC,

as Agent

Name: Jonathan Kirschmeier

Title: Associate Counsel

[Signature Page to Release of Trademark Security Agreement]

# Schedule A

Mark	Image	App. No.	Date Filed	Reg. No.	Date Issued
NIXON and	NIXON ()	85/876,592	3/14/2013	4,641,883	11/18/2014
Teardrop Design	D AIOVINI	03/0/0,392	3/14/2013	7,071,003	11/10/2014
NIXON	Std. Char Mark	78/776,324	12/19/2005	3,212,732	2/27/2007
NIXON	Std. Char Mark	78/454,113	7/21/2004	2,997,793	9/20/2005
NIXON	Std. Char Mark	77/871,748	11/12/2009	4,006,824	8/2/2011
NIXON and	NIXON	77/465,284	5/4/2008	4,118,830	3/27/2012
Teardrop Design	DINOVIN	777403,284	3/4/2006	4,110,030	3/2//2012
Teardrop Design		75/475,899	4/28/1998	2,336,701	3/28/2000

**RECORDED: 02/27/2018**