# CH \$90.00 88140005

ETAS ID: TM564385

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK RELEASE AND REASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		02/27/2020	Limited Liability Company: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	NSI INDUSTRIES, LLC	
Street Address:	9730 NORTHCROSS CENTER COURT	
City:	HUNTERSVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28078	
Entity Type:	Limited Liability Company: NORTH CAROLINA	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	88140005	TORKALERT
Serial Number:	88136195	EASY-TWIST
Serial Number:	88136209	EASY-WRAP

### **CORRESPONDENCE DATA**

**Fax Number:** 2165790212

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:** 216-586-7027

**Email:** cmintzer@jonesday.com, mhmisitigh@jonesday.com

Correspondent Name: CASSANDRA P. MINTZER

Address Line 1: NORTH POINT

Address Line 2: 901 LAKESIDE AVENUE
Address Line 4: CLEVELAND, OHIO 44114

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	02/28/2020

**Total Attachments: 3** 

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 27, 2020, by NXT CAPITAL, LLC, in its capacity as agent for certain financial institutions ("Agent"). 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, NSI INDUSTRIES, LLC, a North Carolina limited liability company ("<u>Grantor</u>") and Agent were parties to that certain Trademark Security Agreement dated as of March 11, 2019 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Agent 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 <u>Schedule A</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 11, 2019, at Reel 6587, Frame 0001;

WHEREAS, Grantor has requested that Agent 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. Agent 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>"):
  - (i) each Trademark listed on Schedule A 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.
- 2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

NXT CAPITAL, LLC, as Agent

By:

Name: Dan Green

Title: Director

# **SCHEDULE A**

## **Trademark Collateral**

# Trademark Registrations None.

# **Trademark Applications**

Credit Party	Trademark	Application Number	Application Date	Jurisdiction
NSi Industries, LLC	TORKALERT	88140005	10/02/18	U.S.
NSi Industries, LLC	EASY-TWIST	88136195	09/28/18	U.S.
NSi Industries, LLC	EASY-WRAP	88136209	09/28/18	U.S.

**RECORDED: 02/28/2020**