# CH \$40.00 358205

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM564434

| 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:           | PLATINUM TOOLS, LLC                   |  |  |
|-----------------|---------------------------------------|--|--|
| Street Address: | 2450 TURQUOISE CIRCLE                 |  |  |
| City:           | NEWBURY PARK                          |  |  |
| State/Country:  | CALIFORNIA                            |  |  |
| Postal Code:    | 91320                                 |  |  |
| Entity Type:    | Limited Liability Company: CALIFORNIA |  |  |

## **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark      |
|----------------------|---------|----------------|
| Registration Number: | 3582054 | PLATINUM TOOLS |

#### **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 REEL: 006878 FRAME: 0056

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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, PLATINUM TOOLS, LLC, a California 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 6586, Frame 0978;

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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TRADEMARK
REEL: 006878 FRAME: 0057

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

Name: Dan Green

Title: Director

Trademark Release and Reassignment

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# **SCHEDULE A**

## **Trademark Collateral**

# **Trademark Registrations**

| Credit Party | Trademark | Registration<br>Number | Registration Date | Jurisdiction |
|--------------|-----------|------------------------|-------------------|--------------|
| Platinum     | PLATINUM  | 3582054                | 03/03/09          | U.S.         |
| Tools, LLC   | TOOLS     |                        |                   |              |

# **Trademark Applications**

None.

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**RECORDED: 02/28/2020**