

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635802

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		03/31/2021	Trust: DELAWARE

RECEIVING PARTY DATA

Name:	TIDEWATER FINANCE COMPANY
Street Address:	6520 Indian River Road
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23464
Entity Type:	Corporation: VIRGINIA
Name:	TIDEWATER CREDIT SERVICES, L.L.C.
Street Address:	6520 Indian River Road
City:	Virginia Beach
State/Country:	VIRGINIA
Postal Code:	23464
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5495795	TFC TIDEWATER FINANCE COMPANY
Registration Number:	5495796	TMC TIDEWATER MOTOR CREDIT
Registration Number:	5495797	TCS TIDEWATER CREDIT SERVICES LLC

CORRESPONDENCE DATA

Fax Number:

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: 2123186000
 Email: jacoblimaldi@paulhastings.com
 Correspondent Name: Jacob Limaldi
 Address Line 1: 200 Park Avenue
 Address Line 2: Floor 26
 Address Line 4: New York, NEW YORK 10166

CH \$90.00 5495795

ATTORNEY DOCKET NUMBER:	97655-00010
NAME OF SUBMITTER:	Jacob Limaldi
SIGNATURE:	/s/ Jacob Limaldi
DATE SIGNED:	03/31/2021
Total Attachments: 3 source=Midcap_Tidewater - Termination of Trademark Security [Executed]#page1.tif source=Midcap_Tidewater - Termination of Trademark Security [Executed]#page2.tif source=Midcap_Tidewater - Termination of Trademark Security [Executed]#page3.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of March 31, 2021, is made by **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as administrative agent and collateral agent for certain lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), in favor of the grantors listed on the signature pages of the Trademark Security Agreement (collectively, jointly and severally, "Grantors" and each individually "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of September 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement), by and among Agent and Grantors, Grantors granted, assigned and pledged to Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on October 6, 2020 at Reel 7071, Frame 0931; and

WHEREAS, Agent has agreed to terminate and release its Security Interest in Grantors' entire right, title and interest in, to and under the Trademark Collateral, including those identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, Agent hereby terminates, discharges, cancels and releases all mortgages, liens, collateral assignments, pledges and Security Interest granted to Agent in the Trademark Collateral.

Agent hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in, to and under the Trademark Collateral.

Agent agrees to take all further actions, and provide to Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors, at Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Termination.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Agent has caused this Termination to be duly executed as of the date first set forth above.

AGENT:

**MIDCAP FINANCIAL TRUST, a Delaware
statutory trust**

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital management GP, LLC, its general
partner

By:  _____

Name: Maurice Amsellem




Title: Authorized Signatory

[Signature Page to Termination and Release of Trademark Security Agreement]

**TRADEMARK
REEL: 007239 FRAME: 0166**

SCHEDULE A

Trademark Collateral

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Tidewater Finance Company	United States	 TIDEWATER FINANCE COMPANY	5495795	August 3, 2017 / June 19, 2018
Tidewater Finance Company	United States	 TIDEWATER ROYAL CREDIT	5495796	August 3, 2017 / June 19, 2018
Tidewater Credit Services, L.L.C.	United States	 TIDEWATER CREDIT SERVICES, L.L.C.	5495797	August 3, 2017 / June 19, 2018