# :H \$40.00 451163

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM653037

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SARATOGA INVESTMENT CORP., AS ADMINISTRATIVE AGENT		06/07/2021	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	nuCloud, LLC	
Street Address:	111 Versilia Lane	
City:	Simsponville	
State/Country:	SOUTH CAROLINA	
Postal Code:	29681	
Entity Type:	Limited Liability Company: SOUTH CAROLINA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4511633	NUCLOUD

#### **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:** 2165863939

**Email:** tsinger@jonesday.com, pcyngier@jonesday.com

Correspondent Name: Tyler D. Singer/Jones Day
Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	560255-062013
NAME OF SUBMITTER:	Tyler D. Singer
SIGNATURE:	/Tyler D. Singer/
DATE SIGNED:	06/10/2021

#### **Total Attachments: 3**

source=IP release#page1.tif source=IP release#page2.tif source=IP release#page3.tif

> TRADEMARK REEL: 007322 FRAME: 0758

# RELEASE AND TERMINATION OF SECURITY AGREEMENT (TRADEMARKS)

THIS RELEASE AND TERMINATION OF SECURITY AGREEMENT (TRADEMARKS), dated as of June 7, 2021 (this "Release"), is made by SARATOGA INVESTMENT CORP., a Delaware corporation acting in its capacity as administrative agent (in such capacity, the "Grantee") under that certain Security Agreement (TRADEMARKS), dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Agreement"), by and among nuCLOUD, LLC, a South Carolina limited liability company (the "Grantor") and the Grantee.

WHEREAS, pursuant to the Trademark Agreement which was recorded in the records of the United States Patent and Trademark Office on March 19, 2021 at reel 7226, frame 0695, the Grantor granted to the Grantee a security interest in all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached Schedule I (the "Trademark Collateral");

WHEREAS, pursuant to that certain Payoff Letter, dated as of June 4, 2021 by and between the Grantor, the other signatories party thereto and the Grantee, the Grantor has requested and the Grantee has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Grantee in the Trademark Collateral. The Grantee agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Grantee's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

TRADEMARK
REEL: 007322 FRAME: 0759

IN WITNESS WHEREOF, the has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

# **GRANTEE:**

SARATOGA INVESTMENT CORP. as Administrative Agent

By: Marie / Linea Name: Michael J. Grisius

Title: President

**REEL: 007322 FRAME: 0760** 

# **SCHEDULE I**

### **Trademark Collateral**

#### UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. Date	Reg. No.
NUCLOUD	4/8/2014	4511633

**RECORDED: 06/10/2021** 

TRADEMARK REEL: 007322 FRAME: 0761