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ETAS ID: TM694743

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VARAGON CAPITAL PARTNERS AGENT, LLC, as collateral agent		12/14/2021	Limited Liability Company:

# **RECEIVING PARTY DATA**

Name:	Wizard Labels LLC	
Street Address:	260 Branford Road	
City:	North Branford	
State/Country:	CONNECTICUT	
Postal Code:	06471	
Entity Type:	Limited Liability Company: COLORADO	

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

Property Type	Number	Word Mark
Registration Number:	4496123	WIZARD LABELS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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:** 2123108000

**Email:** juan.arias@weil.com

Correspondent Name: Emma Light

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Emma Light -47752.0078	
NAME OF SUBMITTER: Emma Light		
SIGNATURE:	/Emma Light/	
DATE SIGNED:	12/14/2021	

# **Total Attachments: 3**

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### INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of December 14, 2021, by VARAGON CAPITAL PARTNERS AGENT, LLC, as collateral agent ("Collateral Agent") for the Secured Parties. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the IP Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Wizard Labels LLC, a Colorado limited liability company (the "Grantor"), and Collateral Agent are parties to that certain Pledge and Security Agreement, dated as of October 17, 2017 (the "Security Agreement"), pursuant to which Grantor and Collateral Agent executed that certain Intellectual Property Security Agreement dated as of November 30, 2020 (the "IP Security Agreement"); WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, Grantor granted a security interest to Collateral Agent in certain IP Collateral as security for certain obligations owing by Grantor to Collateral Agent, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the IP Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 1, 2020, at Reel 7119 Frame 0494;

WHEREAS, Grantor has requested that Collateral Agent release its security interest in the IP 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. Collateral Agent hereby releases its security interest, granted pursuant to the Security Agreement and the IP Security Agreement, in all of Grantor's right, title and interest in and to the IP Collateral, including but not limited to the following:

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto.

- 2. Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the IP Collateral.
- 3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

TRADEMARK REEL: 007529 FRAME: 0726 IN WITNESS WHEREOF, Agent has caused this Intellectual Property Release and Reassignment to be executed as of the day and year first above written.

VARAGON CAPITAL PARTNERS AGENT, LLC, as Collateral Agent

By: Varagon Capital Partners, L.P., its sole Member

By: Name: Terry Robinson
Title: Managing Director

SCHEDULE.

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Wizard Labels LLC	Registered Owner
WIZARD LABELS	Trademark
4496123	Registration No.

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**RECORDED: 12/14/2021**