

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		01/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	POWER LINE SYSTEMS, LLC		
Street Address:	5400 KING JAMES WAY		
Internal Address:	SUITE 300		
City:	MADISON		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2510687	PLS-CADD	
Registration Number:	5058654	PLS-POLE	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>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.</i>			
Phone:	6502515332		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MARK NATIVIDAD		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	2475 HANOVER STREET		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	003898/0008		
NAME OF SUBMITTER:	MARK NATIVIDAD		
SIGNATURE:	/MN/		
DATE SIGNED:	02/09/2022		
Total Attachments: 3			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of January 31, 2022, is made by NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (the “Grantee”), in favor of Power Line Systems, LLC, a Wisconsin limited liability company (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 17, 2018 (as amended and restated pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 31, 2021, as amended, restated, supplemented or otherwise modified from time to time to date, the “Collateral Agreement”), among the Grantor and the other parties party thereto in favor of the Grantee, and that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time to date), dated as of July 17, 2018 and recorded with the United States Patent and Trademark Office on January 10, 2019 at Reel 6530/Frame 0867 (the “Trademark Security Agreement”), the Grantor granted a security interest in certain collateral in favor of the Grantee, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Grantee now desires to terminate and release the Trademark Security Agreement and the entirety of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Grantee hereby agrees as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall have the meaning set forth in the Trademark Security Agreement, and shall also include all of the Grantor’s right, title or interest in, or to any and all of the Trademarks listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Grantee, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Trademark Collateral, the Trademark Security Agreement and any and all right, title and interest of the Grantee in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Grantee hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Grantee’s security interest in the Trademark Collateral.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

NXT CAPITAL, LLC

Daniel Polaneczky

.....
dan.polaneczky@nxtcapital.com

By: _____

Name: Dan Polaneczky

Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Collateral]