TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM720744

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		04/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TestEquity LLC
Street Address:	6100 Condor Drive
City:	Moorpark
State/Country:	CALIFORNIA
Postal Code:	93021
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4095218	TESTEQUITY
Registration Number:	2622029	TESTEQUITY

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: 3127018637

Email: IPDocket@mayerbrown.com

William R. Siegel, Mayer Brown LLP **Correspondent Name:**

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	19621221
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	04/12/2022

Total Attachments: 3

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> **TRADEMARK** REEL: 007690 FRAME: 0051

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 1, 2022, by NXT CAPITAL, LLC, as administrative agent (in such capacity, "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, TestEquity LLC, a Delaware limited liability company ("<u>Grantor</u>"), and Agent were parties to that certain Trademark Security Agreement dated as of September 13, 2012 (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 Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 13, 2012, at Reel 4860, Frame 0721;

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>"), whether now owned or existing or hereafter created, acquired or arising:
 - (i) each Trademark registration and application listed on <u>Schedule 1</u> 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 (i) terminates the Security Agreement, (ii) releases, cancels, discharges and terminates all right, title and interest in, to and under the Security Agreement in the Trademark Collateral and (iii) 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. Agent authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office.

[Signature Page Follows]

TRADEMARK REEL: 007690 FRAME: 0052 IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC, as Agent

Name: In White

Title: Nice President

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
TESTEQUITY	4095218	2/7/12	U.S.
TESTEQUITY	2622029	9/17/02	U.S.

Trademark Applications

Trademark	Application Application Date Number	Jurisdiction
None.		

TRADEMARK REEL: 007690 FRAME: 0054

RECORDED: 04/12/2022