

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736096

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|---|-------------------------------------|-----------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MIDCAP FINANCIAL TRUST | | 06/21/2022 | STATUTORY TRUST: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TNT CRUST LLC | | |
| Street Address: | 13413 GALLERIA CIRCLE SUITE Q-300 | | |
| City: | AUSTIN | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78738 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2608391 | READI RISE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |
| <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> | | | |
| Email: | susan.zablocki@kirkland.com | | |
| Correspondent Name: | SUSAN ZABLOCKI | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 601 Lexington Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 10301-422 | | |
| NAME OF SUBMITTER: | SUSAN ZABLOCKI | | |
| SIGNATURE: | /susan zablocki/ | | |
| DATE SIGNED: | 06/21/2022 | | |
| Total Attachments: 4 | | | |
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of June 21, 2022, from MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (the "Administrative Agent") that are parties to the Credit and Guaranty Agreement, dated as of November 5, 2018 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "Credit Agreement"), among TNT CRUST LLC, a Delaware limited liability company (the "Grantor"), TNT CRUST INTERMEDIATE LLC, a Delaware limited liability company ("Holdings"), as a Guarantor, the other Subsidiaries of Holdings from time to time party thereto, as Borrowers or Guarantors, the financial institutions from time to time party thereto, as Lenders, and Administrative Agent. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement (as defined below) or the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of November 5, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the "Security and Pledge Agreement"), made by the Grantor and the other parties thereto in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on (the "Security Interest") certain Collateral, including the Trademark Collateral and all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor;

WHEREAS, in connection with the Security and Pledge Agreement, the Grantor and the Agent entered into a Trademark Security Agreement, which was recorded in the Trademark Division of the United States Patent and Trademark Office on November 5, 2018 at Reel/Frame 6534/0594 (the "Trademark Security Agreement"); and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks of the Grantor and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks of the Grantor and Proceeds and products of such Trademarks pursuant to the Security and Pledge Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates and cancels the Trademark Security Agreement and terminates, cancels, releases, and discharges its continuing security interest

in and Lien on Grantor's right, title, and interest in, to and under the Trademark Collateral, including the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto under the Grantor's names) and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

2. Further Assurances. The Agent hereby authorizes the Grantor (or its designee) to file this Termination and Release and authorizes and requests the recordation of this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at Grantor's expense. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing, all at the Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest in the Collateral and termination of the Trademark Security Agreement.

3. Counterparts. This Termination and Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

[Remainder of page intentionally left blank]

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

MIDCAP FINANCIAL TRUST,
as Agent

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