TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM748359

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7277/0800	

CONVEYING PARTY DATA

Name	Formerly Execution Date		Entity Type	
NXT CAPITAL, LLC		08/12/2022	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Air Delights, Inc.	
Street Address:	11170 SW 5th Street, Suite 100	
City:	Beaverton	
State/Country:	OREGON	
Postal Code:	97005	
Entity Type:	Corporation: OREGON	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2656714	AIR DELIGHTS

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9684

ypan@proskauer.com Email: Yee-Chung Chen **Correspondent Name:** Address Line 1: Proskauer Rose LLP Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11964-492
NAME OF SUBMITTER:	Yee-Chung Chen
SIGNATURE:	/Yee-Chung Chen/
DATE SIGNED:	08/13/2022

Total Attachments: 3

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> **TRADEMARK** REEL: 007822 FRAME: 0215

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 12, 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, Air Delights, Inc., an Oregon corporation ("<u>Grantor</u>"), and Agent were parties to that certain Trademark Security Agreement, dated as of April 30, 2021 (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 May 3, 2021, at Reel 7277, Frame 0800;

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 continuing security interest in Grantor's entire 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:
 - (a) each Trademark 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 such Trademark; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.
- 2. Agent hereby 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.

[Signature Page Follows]

TRADEMARK REEL: 007822 FRAME: 0216

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

Title: Director

REEL: 007822 FRAME: 0217

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number		
HEALTH GARDS	2656714	12/3/2002	USPTO

Trademark Applications

N/A.

TRADEMARK REEL: 007822 FRAME: 0218

RECORDED: 08/13/2022