

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792755

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900741627		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newspring Mezzanine Capital III, L.P.		12/28/2022	Limited Partnership: DELAWARE
NSM III CIV, L.P.		12/28/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Turning Point Holding Company, LLC		
Street Address:	1 Industrial Way West, Bldg D-G		
City:	Eatontown		
State/Country:	NEW JERSEY		
Postal Code:	07724		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2922972	TURNING POINT	
Registration Number:	5042785		
CORRESPONDENCE DATA			
Fax Number:	7322246599		
<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:	7327413900		
Email:	dazzinaro@ghclaw.com		
Correspondent Name:	Diane Azzinaro		
Address Line 1:	125 Half Mile Road		
Address Line 2:	Suite 300		
Address Line 4:	Red Bank, NEW JERSEY 07701		
ATTORNEY DOCKET NUMBER:	16897-0029		
NAME OF SUBMITTER:	Patrick S. Convery		
SIGNATURE:	/Patrick S.Convery/		
DATE SIGNED:	03/08/2023		

Total Attachments: 5

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Termination and Release of Intellectual Property Security Agreement

This Termination and Release of Intellectual Property Security Agreement (this "Agreement") is effective as of December 28, 2022, by and between Turning Point Holding Company, LLC, a New Jersey limited liability company (the "Grantor"), NewSpring Mezzanine Capital III, L.P. and NSM III CIV, L.P.

WHEREAS, pursuant to the terms of the Intellectual Property Security Agreement made by the Grantor in favor of NewSpring Mezzanine Capital III, L.P. and NSM III CIV, L.P. dated January 24, 2019 and recorded with the U.S. Patent and Trademark Office on January 24, 2019 at Trademark Reel: 006544 Frame: 0424 (the "Trademark Security Agreement"), the Grantor granted to NewSpring Mezzanine Capital III, L.P. and NSM III CIV, L.P. a security interest in and lien on a certain Trademarks (as defined in the Trademark Security Agreement), including, without limitation, the trademarks identified on Schedule I attached hereto (the "Trademarks"); and

WHEREAS, NewSpring Mezzanine Capital III, L.P. and NSM III CIV, L.P. have agreed to terminate the Intellectual Property Security Agreement and all other security agreements under which NewSpring Mezzanine Capital III, L.P. and NSM III CIV, L.P. have taken a security interest in, or lien on, the Trademarks and release all of its security interests in and liens on the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NewSpring Mezzanine Capital III, L.P., NSM III CIV, L.P. and the Grantor hereby agree as follows:

1. **Termination and Release.** NewSpring Mezzanine Capital III, L.P. and NSM III CIV, L.P. hereby terminate and release their security interests in and liens on all of the Trademarks. The parties hereby terminate the Trademark Security Agreement and agree that the Trademark Security Agreement shall be of no further force or effect.

2. **Counterparts.** This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination and Release of Intellectual Property Security Agreement to be duly executed on the date set forth below and delivered and effective as of the date first above written.

NEWSPRING MEZZANINE CAPITAL III, L.P.

By: NSM III, L.P., its general partner

By: NSM III GP, LLC, its general partner

By:  _____

Name: Anne Vazquez

Title: Vice President

NSM III CIV, L.P.

By: NSM III CIV GP, L.P., its general partner

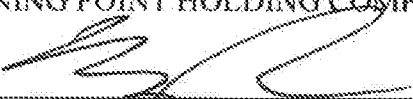
By: NSM III CIV GP, LLC, its general partner

By:  _____

Name: Anne Vazquez

Title: Vice President

TURNING POINT HOLDING COMPANY, LLC

By:  _____

Name: Kirk Ruoff

Title: Manager

SCHEDULE I

to

Termination and Release of Intellectual Property Security Agreement

Mark	Registration Number	Date Filed
Turning Point	2922972	2/1/2005
Miscellaneous Design (cow on a surfboard)	5042785	9/13/2016

Docs #6149929-v2.