

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI129255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT CAPITAL, LLC		03/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Premier Parking of Tennessee, LLC		
Street Address:	144 2nd Ave N. Ste 300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4178391	PREMIER PARKING	
Registration Number:	2649224	PREMIER PARKING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6509888500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie Ellerbach		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041-1990		
ATTORNEY DOCKET NUMBER:	34016 -00070		
NAME OF SUBMITTER:	JODI DUECK		
SIGNATURE:	JODI DUECK		
DATE SIGNED:	03/28/2024		
Total Attachments: 4			
source=NXT_Premier Parking - Trademark Release Reassignment 2.5.24_NXT SIGNED#page1.tif			
source=NXT_Premier Parking - Trademark Release Reassignment 2.5.24_NXT SIGNED#page2.tif			

CH \$65.00.00 85454943

source=NXT_Premier Parking - Trademark Release Reassignment 2.5.24_NXT SIGNED#page3.tif

source=NXT_Premier Parking - Trademark Release Reassignment 2.5.24_NXT SIGNED#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 30, 2022, by NXT CAPITAL, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders (“Grantee”) in favor of Premier Parking of Tennessee, LLC, a Tennessee limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of June 30, 2017, among Grantee, Grantor and one or more of its affiliates (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders (as defined therein), a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), and all products and proceeds thereof (collectively, the “Secured Trademarks”), to secure payment and performance of the Obligations, under and as defined in that certain Credit Agreement, dated as of June 30, 2017, among Grantee, Grantor and the other parties thereto from time to time;

WHEREAS, Grantor and Grantee were parties to that certain Trademark Security Agreement, dated as of June 30, 2017 (the “Security Agreement”), pursuant to which the Grantor granted and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of a security interest to Grantee in the Secured Trademarks, including the Trademarks set forth on Schedule 1 hereto, as security for certain obligations owing by Grantor to Grantee;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on June 30, 2017, at Reel 6096, Frame 0374; and

WHEREAS, Grantee has agreed to release its security interest in the Secured Trademarks 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. Grantee hereby terminates the Security Agreement and terminates, cancels and releases its security interest in all of Grantor’s right, title and interest in and to the Secured Trademarks, including, without limitation:

(i) each Trademark listed on Schedule 1 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. Grantee hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademarks listed on Schedule 1 annexed hereto and all other Secured Trademarks.

3. To the extent applicable, Grantee hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States note and record this Release against all Secured Trademarks, including the Trademarks set forth on Schedule 1.


4. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.

5. This Release is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NXT CAPITAL, LLC

By: 
Name: Jeff White
Title: Director

Schedule 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
PREMIER PARKING OF TENNESSEE, LLC	PREMIER PARKING	2649224	11/12/02
PREMIER PARKING OF TENNESSEE, LLC	PREMIER PARKING	4178391	7/24/12

Trademark Applications

None.