

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI131851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		03/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Tracking Solutions Corp.		
Street Address:	c/o GPST Holdings		
Internal Address:	1275 Drummers Lane, Suite 300		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4473437	TSO MOBILE	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	9498510633		
Email:	sbro@mwe.com,kdelcoure@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	103708-0027		
NAME OF SUBMITTER:	GAYLE DELCOURE		
SIGNATURE:	GAYLE DELCOURE		
DATE SIGNED:	03/29/2024		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of March 29, 2024, by NXT Capital, LLC, in its capacity as agent for all Lenders party to the Credit Agreement (as defined below) (in such capacity, “Agent”), in favor of Tracking Solutions Corp., a Florida corporation (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of March 30, 2018, by and among Grantor, certain affiliates of Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time the “Guarantee and Collateral Agreement”), Grantor granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all owned and acquired Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement, dated as of March 30, 2018 (the “Trademark Security Agreement”), pursuant to which Grantor granted to Agent, for the ratable benefit of the Lenders, a security interest (the “Security Interest”) in the Trademark Collateral (as defined below) to secure the payment and performance of the Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on March 30, 2018, Reel 6310 / Frame 0439; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Guarantee and Collateral Agreement, Agent hereby states as follows:

1. Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

a. each Trademark listed on Schedule A annexed hereto, together with any renewals 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 rights to all related past, present and future causes of action and any and all interests, claims, and rights for damages, profits, and other awards or remedies by reason of any infringement, unauthorized use, dilution, misappropriation, or other violation of the foregoing.

2. Agent hereby agrees, at Grantor’s expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.


3. THIS AGREEMENT SHALL BE GOVERNED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS

PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF NEW YORK.

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

NXT CAPITAL, LLC, as Agent

By: 
Name: Steven Young
Title: Director

Trademark Release

TRADEMARK
REEL: 008384 FRAME: 0337

**SCHEDULE A
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS

Description of Intellectual Property	Registration Number	Registration Date
TSO MOBILE	4,473,437	1/28/2014

TRADEMARK APPLICATIONS

None.