

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI221485

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900795347		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westbury Bank		08/23/2023	Chartered Bank: WISCONSIN
RECEIVING PARTY DATA			
Company Name:	NitroGolf, LLC		
Street Address:	PO Box 563		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53201		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4544237	NITRO	
Serial Number:	86533302	CROSSFIRE	
Serial Number:	86533281	BLASTER	
Serial Number:	86533287	WHITE OUT	
Serial Number:	86533277	ECLIPSE	
Serial Number:	86533264	TOUR DISTANCE	
Serial Number:	86533256	X FACTOR	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<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:	608-283-0132		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin		
Address Line 1:	1 S. Pinckney St.		
Address Line 2:	Ste. 700		
Address Line 4:	Madison, WISCONSIN 53703		
NAME OF SUBMITTER:	Kelly Teelin		
SIGNATURE:	Kelly Teelin		

DATE SIGNED:	05/09/2024
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Total Attachments: 4
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of August 23, 2023 and granted by Westbury Bank (the “**Secured Party**”), in favor of NitroGolf, LLC, a Wisconsin limited liability company (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, the in connection with certain loan obligations to Secured Party, Grantor executed and delivered to the Secured Party a General Business Security Agreement dated July 19, 2013 (the “**Security Agreement**”);

WHEREAS, on January 19, 2016, the Secured Party recorded a Notice of Security Interest in Trademarks with the United States Patent and Trademark Office at Reel 005711, Frame 0978 through 0981 (the “**Notice**”); and

WHEREAS, the Grantor requested that Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademarks identified on the Notice.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WESTBURY BANK

By: *Glenn J. Stadler*

Name: Glenn J. STADLER

Title: Executive Vice President

Address for Notices:

N16w23250 Stone Ridge Drive, Suite 5

Waukesha, WI 53188

ACKNOWLEDGMENT	
STATE OF WISCONSIN)
)SS.
COUNTY OF <u>waukesha</u>)

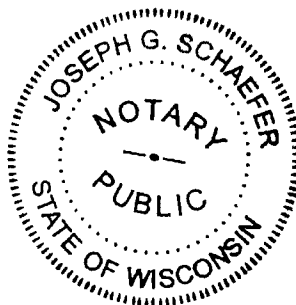
On the 23 day of August, 2023, before me personally appeared Glenn J. Stadler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the EVP of Westbury Bank, a Wisconsin State Bank, , and acknowledged the instrument to be his/her free act and deed/ for the uses and purposes mentioned in the instrument.

Joseph G. Schaefer
Notary Public

Printed Name: Joseph G. Schaefer

My Commission Expires: 12/4/2024

[SEAL]



SCHEDULE 1

TRADEMARKS

I. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
Nitro	US 4,544,237

II. Trademark Applications

<u>Trademark</u>	<u>Serial/Application Number</u>
Crossfire	US 86533302
Blaster	US 86533281
White Out	US 86533287
Eclipse	US 86533277
Tour Distance	US 86533264
X Factor	US 86533256