

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		08/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Control 3, LLC		
Street Address:	12554 Galveston Road		
Internal Address:	Unit B230		
City:	Webster		
State/Country:	TEXAS		
Postal Code:	77598		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1990944	TRACEABLE	
Registration Number:	2546233	SUPER FRIENDLY AIR'IT	
Registration Number:	2546229	SUPER FRIENDLY FREEZE'IT	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7178		
Email:	USTRademarkMail@ropesgray.com		
Correspondent Name:	Andrew L. Hogan, Ropes & Gray LLP		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	GGCG-015-003		
NAME OF SUBMITTER:	Andrew L. Hogan		
SIGNATURE:	/Andrew L. Hogan/		
DATE SIGNED:	08/21/2017		
Total Attachments: 4			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of August 10, 2017, by NXT Capital, LLC (“Grantee”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the applicable Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Control 3, LLC, a Delaware limited liability company (“Grantor”) and Grantee were parties to (i) that certain Trademark Security Agreement dated as of June 3, 2011 (the “2011 Security Agreement”) and (ii) that Trademark Security Agreement dated as of June 1, 2015 (the “2015 Security Agreement”); the 2011 Security Agreement and the 2015 Security Agreement are sometimes individually referred to herein as a “Security Agreement” and collectively as the “Security Agreements”), in each case, pursuant to which Grantor granted a security interest to Grantee in certain Trademarks (as defined in the applicable Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Grantee, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the (i) 2011 Security Agreement was recorded by the United States Patent and Trademark Office on June 6, 2011, at Reel 004555, Frame 0169 and (ii) the 2015 Security Agreement was recorded by the United States Patent and Trademark Office on June 1, 2015, at Reel 005527, Frame 0937; and

WHEREAS, Grantor has requested that Grantee 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. Grantee hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (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 Grantor, without any representation, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademarks and the Trademark Collateral, and authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office at the expense of the Credit Parties.

3. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in each case, at the expense of the Credit Parties.

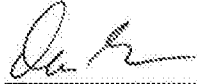
4. This Trademark Release and Reassignment, and all matters relating hereto or arising therefrom (whether sounding in contract law, tort law or otherwise) shall be governed by, and shall be

construed and enforced in accordance with the laws of the State of New York, without regard to conflict 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, as Agent

By: 
Name: Dan Green
Title: Director

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
Control 3, LLC	Traceable®	1,990,944	8/6/96
Control 3, LLC	Super Friendly Air'It®	2,546,233	3/12/02
Control 3, LLC	Super Friendly Freeze'It®	2,546,229	3/12/02

Trademark Applications

Name of Owner	Trademark	Application #	Application Date
Control 3, LLC	Traceable®	86248261	4/10/14