

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NXT Capital, LLC, As Agent		11/21/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flo-Rite Products Company, LLC		
<b>Street Address:</b>	2867 Vail Avenue		
<b>City:</b>	Commerce		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90040		
<b>Entity Type:</b>	Limited Liability Company: WASHINGTON		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3934162	SHARPE	
<b>Registration Number:</b>	3356237	DIR-ACT	
<b>Registration Number:</b>	3356238	SHARON PIPING & EQPT., INC.	
<b>Registration Number:</b>	3286016	SONIC TORQUE 4X4	
<b>Registration Number:</b>	3356239	SHARON PIPING & EQPT., INC.	
<b>Registration Number:</b>	3349331	SONIC-SOL	
<b>Registration Number:</b>	3335911	SONIC-SWITCH	
<b>Registration Number:</b>	1793387	SHARPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		
<b>SIGNATURE:</b>	/rebecca dyson/		

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<b>DATE SIGNED:</b>	11/21/2017
<b>Total Attachments: 3</b> source=Trademark Release and Reassignment - Flo-Rite Oct. 2012#page1.tif source=Trademark Release and Reassignment - Flo-Rite Oct. 2012#page2.tif source=Trademark Release and Reassignment - Flo-Rite Oct. 2012#page3.tif	

## **TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 21, 2017, by NXT CAPITAL, LLC (“Secured Party”). 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, Flo-Rite Products Company, LLC, a Washington limited liability company (“Grantor”) and Secured Party were parties to that certain Trademark Security Agreement dated as of October 17, 2012 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 17, 2012, at Reel 4882, Frame 0725;

WHEREAS, Grantor has requested that Secured Party 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. Secured Party 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 included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party 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: Daniel Green  
Title: Director

**SCHEDULE 1**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
SHARPE	3934162	3/22/11	U.S.
DIR-ACT	3356237	12/18/07	U.S.
SHARON PIPING & EQPT., INC.	3356238	12/18/07	U.S.
SONIC TOURQUE 4X4	3286016	8/28/07	U.S.
SHARON PIPING & EQPT., INC.	3356239	12/18/07	U.S.
SONIC-SOL	3349331	12/4/07	U.S.
SONIC-SWITCH	3335911	11/13/07	U.S.
SHARPE	1793387	9/21/93	U.S.

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
None.			