

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463506

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|---|------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citizens Bank, N.A., as Collateral Agent | | 02/26/2018 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Nixon, Inc. | | |
| Street Address: | 701 South Coast Highway 101 | | |
| City: | Encinitas | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92024 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4641883 | NIXON | |
| Registration Number: | 3212732 | NIXON | |
| Registration Number: | 2997793 | NIXON | |
| Registration Number: | 4006824 | NIXON | |
| Registration Number: | 4118830 | NIXON | |
| Registration Number: | 2336701 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173417729 | | |
| <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: | 6173417729 | | |
| Email: | katarzyna.gaysunas@morganlewis.com | | |
| Correspondent Name: | Katarzyna Gaysunas | | |
| Address Line 1: | 1 Federal Street | | |
| Address Line 2: | c/o Morgan Lewis & Bockius LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Katarzyna Gaysunas | | |
| SIGNATURE: | /Katarzyna Gaysunas/ | | |
| DATE SIGNED: | 02/26/2018 | | |

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Total Attachments: 3

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**TERMINATION AND RELEASE
OF
SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release") dated as of February 26, 2018 from **CITIZENS BANK, N.A.**, in its capacity as agent for the Secured Parties (the "Agent"), to **NIXON, INC.**, a California corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks dated May 12, 2017 in favor of the Agent, for the benefit of the Secured Parties (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time prior to the date hereof, the "Trademark Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in the Trademarks identified on Exhibit A attached hereto (the "Trademark Collateral");

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on May 12, 2017 at Reel 6059, Frame 0451;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks identified on Exhibit A attached hereto and made a part hereof, and assigns to the Grantor, without recourse, all of the Agent's right, title and interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and be void. Agent understands and agrees that this Termination and Release may be recorded by or for the Grantor with the USPTO or any similar office or agency.

2. Further Assurances. Upon request by the Grantor, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIZENS BANK, N.A., as Agent

By: _____

Name: _____

Title: _____

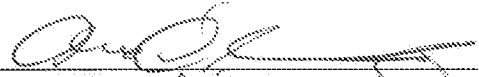




Alex D. Messinger
SVA

EXHIBIT A
TRADEMARKS

| Mark | Image | App. No. | Date Filed | Reg. No. | Date Issued |
|---------------------------|---|-----------------|-------------------|-----------------|--------------------|
| NIXON and Teardrop Design |  | 85/876,592 | 3/14/2013 | 4,641,883 | 11/18/2014 |
| NIXON | Std. Char Mark | 78/776,324 | 12/19/2005 | 3,212,732 | 2/27/2007 |
| NIXON | Std. Char Mark | 78/454,113 | 7/21/2004 | 2,997,793 | 9/20/2005 |
| NIXON | Std. Char Mark | 77/871,748 | 11/12/2009 | 4,006,824 | 8/2/2011 |
| NIXON and Teardrop Design |  | 77/465,284 | 5/4/2008 | 4,118,830 | 3/27/2012 |
| Teardrop Design |  | 75/475,899 | 4/28/1998 | 2,336,701 | 3/28/2000 |