

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI101536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING IV TRUST		03/15/2024	Trust: DELAWARE
RECEIVING PARTY DATA			
Company Name:	YAK MAT, LLC		
Street Address:	2438 Highway 98 East		
City:	Columbia		
State/Country:	MISSISSIPPI		
Postal Code:	39429		
Entity Type:	Limited Liability Company: MISSISSIPPI		
Company Name:	BLUROC, LLC		
Street Address:	2438 Highway 98 East		
City:	Columbia		
State/Country:	MISSISSIPPI		
Postal Code:	39429		
Entity Type:	Limited Liability Company: MISSISSIPPI		
Company Name:	NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIONS, LLC		
Street Address:	2438 Highway 98 East		
City:	Columbia		
State/Country:	MISSISSIPPI		
Postal Code:	39429		
Entity Type:	Limited Liability Company: MISSISSIPPI		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	97827428	YAK MAT	
Serial Number:	88799517	YAK TRAK	
Registration Number:	6511765	YAK MAT	
Registration Number:	6273157		
Registration Number:	6273156	BLUROC	
Registration Number:	5622606	NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIONS	
Registration Number:	4101609	SURETRAK	

OP \$365.00.00 97827428

Property Type	Number	Word Mark
Registration Number:	6050649	EARTHSAFE
Registration Number:	5886120	
Registration Number:	5569848	
Registration Number:	5579046	YAK MAT
Registration Number:	5579078	YAK MAT
Registration Number:	4155848	
Registration Number:	6217103	BLUROC

CORRESPONDENCE DATA

Fax Number: 2125584229

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.

Phone: 2125584229

Email: demarcor@sullcrom.com

Correspondent Name: Mr. Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	020509/00067
NAME OF SUBMITTER:	Raffaele DeMarco
SIGNATURE:	Raffaele DeMarco
DATE SIGNED:	03/18/2024

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **Termination and Release of Security Interest in Trademarks**, dated as of March 15, 2024 (“Release”), is made by MIDCAP FUNDING IV TRUST, in its capacity as Collateral Agent (the “Agent”), in favor of YAK MAT, LLC, a Mississippi limited liability company, BLUROC, LLC, a Mississippi limited liability company and NEW SOUTH ACCESS & ENVIRONMENTAL SOLUTIONS, LLC, a Mississippi limited liability company (each, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Senior Revolving Loan Credit Agreement, dated as of March 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Senior Revolving Loan Security Agreement, dated as of March 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the grantors party thereto (including the Grantors) and the Agent, the Grantors granted to the Agent, for the benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantors, and agreed as a condition thereof to execute the Trademark Security Agreement (as defined below) for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, that certain Senior Revolving Loan Trademark Security Agreement, dated as of March 10, 2023, by and between the Grantors and the Agent (the “Trademark Security Agreement”) was recorded with the USPTO on March 10, 2023, at Reel/Frame 8022/0291;

WHEREAS, as confirmed through that certain payoff letter, dated as of the date hereof, all obligations of the Grantors under the Credit Agreement have been satisfied in full and, in connection therewith, the Grantors have requested that the Agent terminate and release its security interest in and to all of the right, title and interest of the Grantors in, to and under the Trademark Collateral; and

WHEREAS, the Grantors have requested the Agent provide a document suitable for recording in the USPTO to evidence the release of the Agent’s security interest in the Trademark Collateral as herein provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Creditors, and the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. The Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Creditors, without representation, warranty, or recourse of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against the Trademark Collateral, including each Trademark listed on Schedule A attached hereto, granted pursuant to the Security Agreement or the Trademark Security Agreement, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Creditors, without representation or warranty of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors.

(b) authorizes the recordation of this Release with the USPTO, if the Trademark Security Agreement is recorded with the USPTO.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts reasonably requested by the Grantors, at the Grantors' expense, as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 5. Disclaimer. MidCap Funding IV Trust is entering into this Release solely in its capacity as Collateral Agent under the Credit Agreement and Trademark Security Agreement and not in its individual capacity. Any representation, undertaking or agreement herein made on the part of the Agent is made and intended not as a personal representation, undertaking and agreement by MidCap Funding IV Trust and under no circumstances shall MidCap Funding IV Trust be personally liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Agent hereunder. In connection with its execution and acting hereunder, the Agent is entitled to all rights, privileges, protections, immunities, indemnities and benefits provided to it under the Credit Agreement and the other Credit Documents.

[Signatures on following page]

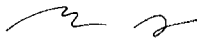
IN WITNESS WHEREOF, the Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Creditors, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____

Name: Maurice Amsellem



Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademarks]


TRADEMARK
REEL: 008375 FRAME: 0463

Schedule A
Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Yak Mat, LLC	6511765	
BluRoc, LLC	6273157	
BluRoc, LLC	6273156	BLUROC
New South Access & Environmental Solutions, LLC	5622606	
New South Access & Environmental Solutions, LLC	4101609	SURETRAK
New South Access & Environmental Solutions, LLC	6050649	Earthsafe
Yak Mat, LLC	5886120	
Yak Mat, LLC	5569848	

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Yak Mat, LLC	5579046	
Yak Mat, LLC	5579078	Yak Mat
Yak Mat, LLC	4155848	
BluRoc, LLC	6217103	BLUROC

Trademark Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Yak Mat, LLC	97827428	
Yak Mat, LLC	88799517	Yak Trak