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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI423452

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Salem Investment Partners IV, Limited Partnership		08/09/2024	Limited Partnership: NORTH CAROLINA
Badger Capital III, L.L.C.		08/09/2024	Limited Liability Company: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Company Name:	US Tarp, Inc.	
Street Address:	1425 Kalamazoo St.	
City:	South Haven	
State/Country:	MICHIGAN	
Postal Code:	49090	
Entity Type:	Corporation: MICHIGAN	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4975146	USTARP
Registration Number:	5085865	USTARP
Registration Number:	6279998	USTARP COVERING AMERICA

### **CORRESPONDENCE DATA**

**Fax Number:** 3362329185

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:** 3362713185

**Email:** ebrewington@brookspierce.com,shovaniec@brookspierce.com

**Correspondent Name:** Elizabeth S. Brewington Esq.

Address Line 1: 230 N. Elm St. Address Line 2: Suite 2000

Address Line 4: Greensboro, NORTH CAROLINA 20401

NAME OF SUBMITTER:	Jann Lund
SIGNATURE:	Jann Lund
DATE SIGNED:	08/12/2024

**Total Attachments: 4** 

source=US TARP (Salem & Badger) 08-09-2024 Termination Releases of Trademark Security Agreement (Executed)#page1.tiff

source=US TARP (Salem & Badger) 08-09-2024 Termination Releases of Trademark Security Agreement (Executed)#page2.tiff

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source=US TARP (Salem & Badger) 08-09-2024 Termination Releases of Trademark Security Agreement (Executed)#page4.tiff

### **Termination and Release of Trademark Security Agreement**

This Termination and Release of Trademark Security Agreement (this "Release") is made as of August 9, 2024, by SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP, a North Carolina limited partnership ("Salem") and BADGER CAPITAL III, L.L.C., a North Carolina limited liability company ("Badger" and together with Salem, the "Lenders").

### WITNESSETH:

WHEREAS, US TARP, INC., a Michigan corporation ("<u>Debtor</u>") and the Lenders entered into the Grant of Security Interest in Trademarks dated on or about May 9, 2018 ("<u>Security Agreement</u>"), notice of which was recorded on May 24, 2018 with the United States Patent and Trademark Office (the "<u>USPTO</u>") at Reel 6335, Frame 0435 and the Grant of Security Interest in Trademarks dated on or about January 22, 2021 ("<u>2021 Security Agreement</u>" and together with the Security Agreement, the "<u>Security Agreements</u>"), notice of which was recorded on February 5, 2021 with the <u>USPTO</u> at Reel 7181, Frame 0731.

WHEREAS, the Debtor granted the Lenders, under the terms of the Security Agreements, a security interest in favor of the Lenders in all of its right, title, and interest in and to its trademarks, including the trademarks listed on <u>Schedule A</u> attached hereto (the "<u>Released Collateral</u>").

WHEREAS, the Debtor has requested, and the Lenders have agreed to provide, a document suitable for recording in the USPTO for purposes of evidencing the release, relinquishment, discharge and termination of the Lenders' security interest in the Released Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the Lenders, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby agrees as follows:

- 1. The Lenders hereby (a) release, relinquish, terminate and discharge the Released Collateral in its entirety and (b) reassigns to the Debtor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Released Collateral (including, without limitation, the trademarks identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.
- 2. The Lenders authorize the USPTO and any other applicable governmental authority to record this Release.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed as of the date first written above.

# SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP

By: SIP IV Management LLC, Its General Partner

By:

David Faris, Manager

BADGER CAPITAL III, L.L.C.

By:

Brad Morton, Manager

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed as of the date first written above.

# SALEM INVESTMENT PARTNERS IV, LIMITED PARTNERSHIP

By: SIP IV Management LLC, Its General Partner

By: David Faris, Manager

BADGER CAPITAL III, L.L.C.

By: Drad Martin Marian

Trademark Security Agreement Release

# **SCHEDULE A**

TRADEMARKS	APP. NO. (File Date)	REG. NO. (Reg. Date)	STATUS	COUNTRY
USTARP	86/810,488 (11/05/2015)	4,975,146 (06/07/2016)	Registered	USA
USTARP (design) USTARP	86/959,607 (03/31/2016)	5085865 (11/22/2016)	Registered	USA
USTARP COVERING AMERICA (design)  USTARP COVERING AMERICA (design)	88/594,806 (08/27/2019)	6,279,998 (03/02/2021)	Registered	USA

Trademark Security Agreement Release 4891-0727-1894.v2

**RECORDED: 08/12/2024**