

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSS STRUCTURED CAPITAL II, L.P.		01/13/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	SYSTEM ONE HOLDINGS LLC		
Street Address:	22 Lancaster Road		
City:	Tenafly		
State/Country:	NEW JERSEY		
Postal Code:	07670		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3528919	SYSTEM ONE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis ILP		
Address Line 1:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	VSS RELEASE (H SMITH)		
NAME OF SUBMITTER:	Hayley Smith		
Signature:	//Hayley Smith//		

CH \$40.00 3528919

Date:

01/16/2013

Total Attachments: 4

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PATENT, TRADEMARK AND COPYRIGHT SECURITY INTEREST RELEASE

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY INTEREST RELEASE (this "Release") is given as of this 13 day of January, 2013 by VSS STRUCTURED CAPITAL II, L.P., as administrative agent and collateral agent for the Purchasers (in such capacity, the "Agent") in favor of SYSTEM ONE HOLDINGS LLC ("System One"), UTILITY PARTNERS OF AMERICA, LLC ("UPA", and together with System One, the "Borrowers"), SYSTEM ONE INSPECTION & TESTING SERVICES, LLC ("System One Inspection") and ALL SYSTEMS HOLDING LLC ("Holdings", and together with System One Inspection, the "Guarantors") (collectively, the Borrowers and Guarantors, the "Grantors" and are each, a "Grantor").

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Securities Purchase Agreement or the Security Agreement (each as defined below);

WHEREAS, pursuant to that certain Senior Subordinated Securities Purchase and Security Agreement, dated as of October 18, 2010, among the Grantors, the Purchasers party thereto and the Agent (as may have been amended, modified, supplemented and restated from time to time, the "Securities Purchase Agreement"), the Purchasers agreed to extend credit to the Borrowers, and in connection therewith, the Grantors and the Agent entered into a Patent, Trademark and Copyright Security Agreement, dated as of October 18, 2010 (as may have been amended, modified, supplemented and restated from time to time, the "Security Agreement"), pursuant to which the Grantors granted and conveyed to the Agent a Lien on certain assets, including, but not limited to, its Patents, Trademarks, Copyrights and Licenses (including but not limited to the Trademark set forth on Schedule 1 attached hereto) (collectively, the "IP Collateral");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on October 19, 2010 at Reel/Frame 4299/0081; and

WHEREAS, in connection with the satisfaction of the Obligations under the Securities Purchase Agreement, the Agent has agreed to release its existing security interest in and Lien on the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Agent, on behalf of itself and the Purchasers, hereby (i) terminates the Security Agreement, (ii) terminates, cancels and releases any and all security interests or Liens it or any of the Purchasers may have in or to or otherwise against any of the IP Collateral, arising out of the Securities Purchase Agreement or Security Agreement, and (iii) reassigns, on behalf of itself and each of the Purchasers, to each Grantor any right, title and interest it or any of the Purchasers may have in, to or under any of the IP Collateral, arising out of the Securities Purchase Agreement or Security Agreement.

The Agent shall, at the Grantors' expense, take all further actions, and provide to Grantors, their legal representatives, assigns and successors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

instruments), reasonably requested by any Grantor to more fully and effectively effectuate the purposes of this Release.

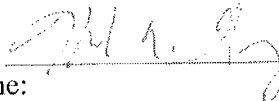
This Release shall be binding upon the Agent's legal representatives, assigns and successors. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademark set forth on Schedule 1 attached hereto.

This Release shall be governed by and construed in accordance with the Laws of the State of New York without regard to the conflict of Law provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its officer thereunto duly authorized as the date above first written.

VSS STRUCTURED CAPITAL II, L.P.
Administrative Agent and Collateral Agent

By: 
Name: _____
Its: Duly Authorized Signatory

[Signature Page To Patent, Trademark And Copyright Security Interest Release]

SCHEDULE 1

Trademarks

Mark	Trademark Registration	Serial Application No	Registration Date	Owner
SYSTEM ONE	3528919	77/374,423	November 4, 2008	System One Holdings, LLC