

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361073

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Interest
RESUBMIT DOCUMENT ID:	900342451
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Second Lien Agent		10/08/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Help/Systems, LLC
Street Address:	6455 City West Parkway
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2421221	POWERTECH

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-40526
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/03/2015

Total Attachments: 4
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 8, 2015, by **ANTARES CAPITAL LP**, as successor by assignment to General Electric Capital Corporation, as Second Lien Agent ("**Agent**").

WITNESSETH:

WHEREAS, Agent and The Powertech Group, Inc., a Delaware corporation ("**Grantor**"), were parties to that certain Second Lien Trademark Security Agreement, dated as of June 28, 2013 (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Assignment**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "**Trademarks**") and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on July 3, 2015, at Reel 5063, Frame 0110; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "**Trademark Rights**"):

a. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any "intent to use" Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks and the Trademark Rights.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, Second Lien Agent

By: *Daniel J. Landis*
Name: **Daniel J. Landis**
Title: **Duly Authorized Signatory**

SCHEDULE 1

TRADEMARKS

<u>Trademark</u>	<u>Registration No</u>
POWERTECH	2421221