TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1   ETAS ID: TM384765
Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900363689

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/02/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Enviroplan, Inc.
Street Address:	3 Becker Farm Road
City:	Roseland
State/Country:	NEW JERSEY
Postal Code:	07068
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1468122	ENVIROPLAN
Registration Number:	1148142	ENVIROPLAN

CORRESPONDENCE DATA

Fax Number: 7144277799

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: 714.427.7083
Email: ipocdocket@swlaw.com
Correspondent Name: Andrew S. Flior
Address Line 1:   600 Anton Blvd. Suite 1400
Address Line 4:   Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	69853.00003
NAME OF SUBMITTER:	Andrew S. Flior
SIGNATURE:	/Andrew S. Flior/
DATE SIGNED:	05/18/2016

Total Attachments: 3
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<u>CONFIRMATORY RELEASE OF SECURITY INTEREST AND REASSIGNMENT OF COLLATERAL AGREEMENT</u>

This Confirmatory Release of Security Interest and Reassignment of Collateral Agreement ("Confirmatory Agreement") is dated as of ꟷMay 2ⁿᵈꟷ 2016 by and between EDM Consulting, LLC, a Delaware limited liability company (hereinafter "EDM") and successor-in-interest to Enviroplan, Inc., a New Jersey corporation (hereinafter "Enviroplan"), on the one hand, and Silicon Valley Bank, a California corporation (hereinafter "SVB"), on the other hand. EDM and SVB hereby agree as follows:

WHEREAS, pursuant to an Assignment of Patents and Trademarks dated June 4, 1992 (the "Collateral Assignment") between SVB and Enviroplan, Enviroplan assigned to SVB its interest in all Collateral (as defined in the Collateral Assignment), as collateral security for all the Secured Obligations (as defined in the Collateral Assignment) to SVB; and

WHEREAS, the Collateral Assignment was recorded in the U.S. Patent and Trademark Office on June 22, 1992 at Reel/Frame: 0876/0889; and

WHEREAS, all of the Secured Obligations have been satisfied.

NOW, THEREFORE, in consideration for good and valuable consideration, receipt of which is hereby acknowledged:

1) SVB hereby agrees that as of the date the Secured Obligations were satisfied all assignments and security interests created by the Collateral Assignment and any proceeds thereof or distributions in respect thereof were released and that all of SVB's right, title, and interest in the Collateral was reassigned to Enviroplan or its successors or assigns without representation or warranty;

2) SVB hereby assigns to EDM without representation or warranty all right, title, and interest that SVB may have in the Collateral, including but not limited to the trademarks set forth on Schedule A hereto together with the goodwill of the business symbolized thereby;

3) SVB hereby agrees and confirms that any security interests created by the Collateral Assignment and any proceeds thereof or distributions in respect thereof have been terminated and released;

4) SVB hereby agrees and confirms that all obligations or commitments or warranties owed or provided to SVB pursuant to the Collateral Assignment have been terminated and released;

5) SVB hereby agrees to execute and deliver all further deeds, assignments and other instruments as may be reasonably requested by EDM or any person or entity on behalf of EDM to otherwise confirm, effectuate, record, or evidence the terms of this Confirmatory Agreement, provided, that any costs or expenses incurred by SVB with respect to such items (including all

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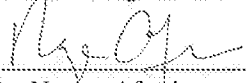reasonable attorneys' fees and expenses, if any) shall be reimbursed promptly by EDM on demand;

6) SVB hereby agrees that any power of attorney or similar rights granted to SVB pursuant to or in connection with the Collateral Assignment is terminated; and

7) SVB hereby authorizes and requests that the Patent and Trademark Office note and record the existence of the terms of this Confirmatory Agreement and the filing of Uniform Commercial Code termination statements and any other filings necessary to evidence the terms of this Confirmatory Agreement.
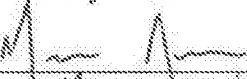
The validity, interpretation and enforcement of this Confirmatory Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflicts of law doctrine. This Confirmatory Agreement shall be binding upon EDM and SVB and their respective successors and assigns.

IN WITNESS WHEREOF, EDM and SVB have caused this Confirmatory Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EDM Consulting, LLC:

By: _____
Name: Nasym Afsari
Title: Authorized Person

Silicon Valley Bank:

By: _____
Name: Marc Neu
Title: VP

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SCHEDULE A

Trademarks

Registration No.	Date	Mark
1,468,122	Dec. 8, 1987	ENVIROPLAN
1,148,142	Mar. 3, 1981	ENVIROPLAN
1,356,401	Aug. 27, 1985	CEMDAS
1,356,402	Aug. 27, 1985	CEMEX
1,410,283	Sept. 23, 1986	CEMOP
1,519,657	Jan. 10, 1989	TL PLUS
1,555,538	Sept. 12, 1989	LTL PLUS
1,518,772	Jan. 3, 1989	TRAXON
1,558,857	Oct. 3, 1989	$CEMOX_2$

Other Trademarks

ENVIROPLAN 313 – for computer program for environmental emissions reporting to regulatory agencies

CEMCON – for programming logic controller system for continuous emission monitors

SAMS – sulphur dioxide allowance management system software

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