

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389244

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital One, National Association		06/22/2016	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sustainable Modular Management, Inc.		
<b>Street Address:</b>	7500 Dallas Parkway, One Legacy Circle		
<b>Internal Address:</b>	Suite 175		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4344472	SUSTAINABLE MODULAR MANAGEMENT	
<b>Registration Number:</b>	4382743	SMM SUSTAINABLE MODULAR MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149649501		
<i>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.</i>			
<b>Phone:</b>	214.964.9427		
<b>Email:</b>	tatyana.rozenberg@hklaw.com, maureen.drews@hklaw.com		
<b>Correspondent Name:</b>	Tatyana Rozenberg		
<b>Address Line 1:</b>	Holland & Knight LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 1600		
<b>Address Line 4:</b>	Chicago, ILLINOIS 75201		
<b>NAME OF SUBMITTER:</b>	Tatyana Rozenberg		
<b>SIGNATURE:</b>	/Tatyana Rozenberg/		
<b>DATE SIGNED:</b>	06/24/2016		
<b>Total Attachments: 3</b>			
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of June 22, 2016 and granted by CAPITAL ONE, NATIONAL ASSOCIATION, as lender under the Loan Agreement referred to below ("Lender"), in favor of SUSTAINABLE MODULAR MANAGEMENT, INC., a Texas corporation (the "Grantor") and its successors and assigns.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of January 9, 2015 (the "Loan Agreement") among the Grantor and the Lender, the Grantor executed and delivered to the Lender that certain Trademark Security Agreement by and between the Grantor and the Lender dated as of January 9, 2015 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5477, Frame 0222 on August 13, 2013; and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Release of Security Interest. Lender hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark applications, trademark registrations, and trademark licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each trademark, trademark application, trademark registration and each trademark license; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, trademark application, or trademark registration, or (iii) right to receive license fees, royalties and other compensation under any trademark license.

2. Further Assurances. Lender agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors and assigns all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors and assigns may reasonably request in order to confirm, effectuate or record this Release.

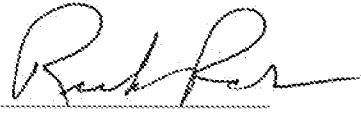
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[signature pages follow]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered as of the date first above written.

CAPITAL ONE, NATIONAL ASSOCIATION,

as Lender


By: 

Name: Rick Rodman

Title: Senior Vice President

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Reg. No.	Reg. Date
SUSTAINABLE MODULAR MANAGEMENT	4344472	5/28/2013
	4382743	8/13/2013

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