

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393348

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900369917

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		06/30/2016	banking corporation: NEW YORK

RECEIVING PARTY DATA

Name:	ADA-ES, Inc.
Street Address:	9135 S. Ridgeline Blvd. Suite 200
City:	Highlands Ranch
State/Country:	COLORADO
Postal Code:	80129
Entity Type:	Corporation: COLORADO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4372707	ADA
Registration Number:	4382011	ADA
Registration Number:	4417743	ADA
Registration Number:	4417744	ADA ADVANCING CLEANER ENERGY
Registration Number:	4372706	ADA ENVIRONMENTAL SOLUTIONS
Registration Number:	4382012	ADA ENVIRONMENTAL SOLUTIONS
Serial Number:	86487574	EXPERTI
Registration Number:	4632281	RESPOND
Registration Number:	3670458	POWER PAC

CORRESPONDENCE DATA

Fax Number: 7132223291

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: (713) 221-3306

Email: docketing@bracewelllaw.com

Correspondent Name: Constance Gall Rhebergen

Address Line 1: P.O. Box 61389

Address Line 4: Houston, TEXAS 77208

TRADEMARK

ATTORNEY DOCKET NUMBER:	031546.000001
NAME OF SUBMITTER:	Jodi Raab
SIGNATURE:	/Jodi Raab/
DATE SIGNED:	08/01/2016

Total Attachments: 8

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RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST (“**Release**”), is made and effective as of June 30, 2016 and granted by Wilmington Trust, National Association, a New York banking corporation, as Administrative Agent and Collateral Agent for the Lenders (each as defined in the Credit Agreement referred to below) (in such capacity, the “**Secured Party**” and collectively with the Lenders, the “**Beneficiaries**”), in favor of Advanced Emissions Solutions, Inc., a Delaware corporation (the “**Debtor**”).

WHEREAS, the Debtor entered into a Credit Agreement dated as of October 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Secured Party and the lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Debtor executed and delivered to the Secured Party a certain Notice of Grant of Security Interest in Patents (“**Notice of Security Interest in Patents**”) and a Notice of Grant of Security Interest in Trademarks (“**Notice of Security Interest in Trademarks**”), each dated as of October 22, 2015 (collectively the “**Notice of Interest in Patents and Trademarks**”);

WHEREAS, the Notice of Security Interest in Patents was recorded on October 23, 2015, at the United States Patent and Trademark Office at Reel 036865/Frame 0055 and the Notice of Security Interest in Trademarks was recorded on October 23, 2015 at the United States Patent and Trademark Office at Reel 5651/Frame 0300;

WHEREAS, pursuant to the Security Agreement (as defined in the Credit Agreement) the Debtor pledged and granted to the Secured Party for the ratable benefit of the Beneficiaries a security interest in the Patent and Trademark Collateral (as defined below); and

WHEREAS, the Debtor has requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party and the Beneficiaries may have in the Patent and Trademark Collateral pursuant to the Security Agreement (as defined in the Credit Agreement).

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

1. Definition. The term “Patent and Trademark Collateral”, as used herein, shall mean all of each Debtor’s right, title and interest of every kind and nature as of the date hereof in the following (collectively, the “**Patent and Trademark Collateral**”):

- a) all of the following of the Debtor: (i) all patents, all inventions and patent applications anywhere in the world, (ii) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in part) and renewals of any of the

foregoing and improvements thereon, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world, including without limitation the patents listed on Schedule 1 hereto (the “**Patents**”); and

- b) all of the following of Debtor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each United States application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world, including, without limitation, the marks listed on Schedule 2 hereto (“**Trademarks**”).

2. Release of Security Interest. The Secured Party, on behalf of itself and the Beneficiaries, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Patent and Trademark Collateral, and all other right, title, and interest in and to the Patent and Trademark Collateral and reassigns to the Debtor any and all such right, title and interest that it may have in the Patent and Trademark Collateral.

3. Further Assurances. At the expense of the Debtor, the Secured Party agrees to execute, acknowledge, procure and deliver to the Debtor any and all further documents or instruments and do any and all further acts which the Debtor (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Debtor’s (or its assignees’) right, title and interest in and to the Patent and Trademark Collateral.

4. Governing Law. THIS RELEASE AND ANY CLAIMS, 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 LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

UNITED STATES ISSUED PATENTS

Publication Number
IN2082DELNP2015A
US20150159866A1
US20150053123A1
US20150023852A1
US20150000187A1
US20150050202A1
US20140331905A1
US20140260966A1
WO2014143945A2
US20140261089A1
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IN9082DELNP2013A
US20140112856A1
WO2014063046A1
WO2014047354A1
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AU2013317997A1
US20140079612A1
US20140041561A1
US8974756B2
US20140030178A1
US20140072487A1
US8951487B2
US20130276682A1
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US9017452B2
CA2793326A1
US20130034481A1
US8784757B2
US20120285352A1
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CN103717289A
WO2012142084A1
US20120216729A1
US8992637B2
WO2012106715A1
US20120100054A1
US20120100053A1
US8496894B2
US8524179B2
US8293196B1
CA2792732A1
EP2545334A4
US8383071B2
EP2545334A1
WO2011112854A1
US20110262327A1
US20110195003A1
WO2011097488A1
US8372362B2
CN102883794A
CA2788820A1
EP2531276A4
AU2011212805A1
EP2531276A1
US20110030592A1
US8439989B2
US8034163B1
US7731780B1
WO2007140073A3
WO2007140073A2
US8124036B1
US7361209B1
US20040016377A1
US8919266B2
US6797035B2
US20040040438A1
US6773471B2
US20030027014A1
US7332002B2
US20020184817A1
US20020066394A1
US6729248B2
CA2336782A1
AU5493800A

WO0078463A1
CA2277617A1
US6267802B1
US6221001B1
US5833736A
US5855649A
US5893943A
US20070254807A1
US20120258029A1

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTRATIONS

Mark	Used as	Status	App. #	Reg. #
ADA	ADA	Registered	85978987	4372707
ADA	ADA	Registered	85500472	4382011
ADA & Design (color)		Registered	85849166	4417743
ADA ADVANCING CLEANER ENERGY & Design (color)		Registered	85849202	4417744
ADA ENVIRONMENTAL SOLUTIONS & Design (color)		Registered	85978986	4372706
ADA ENVIRONMENTAL SOLUTIONS & Design (color)		Registered	85500479	4382012
EXPERTi (Stylized)		Pending	86487574	
RESPOND	RESPond	Registered	86242982	4632281
POWER PAC	POWER PAC	Registered	77465849	3670458