

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392109

<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>
Wilmington Trust, National Association		07/15/2016	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xinergy Corp		
<b>Street Address:</b>	8351 East Walker Springs Lane		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37923		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4083629	XINERGY	
<b>Registration Number:</b>	4083641	XINERGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	jbraibanti@paulweiss.com		
<b>Correspondent Name:</b>	Jill Braibanti		
<b>Address Line 1:</b>	Paul, Weiss, Rifkind, Wharton & Garrison		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	020750-00001		
<b>NAME OF SUBMITTER:</b>	Jill Braibanti		
<b>SIGNATURE:</b>	/Jill Braibanti/		
<b>DATE SIGNED:</b>	07/20/2016		
<b>Total Attachments: 3</b>			
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source=Xinergy - Trademark Security Interest Termination Notice (executed 7.15.16)-c#page2.tif			

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

THIS RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN) (this “Release”) is made effective as of July 15, 2016 by WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent (the “Collateral Agent”) to XINERGY CORP (the “Grantor”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Pledge and Security Agreement (First Lien) dated as of February 10, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “Security Agreement”), by and among the Grantor, each of the subsidiary guarantors party thereto and the Collateral Agent, and the Notice of Grant of Security Interest in Trademarks (First Lien) dated as of March 9, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “Confirmatory Grant”) made by the Grantor in favor of the Collateral Agent, the Grantor has granted to the Collateral Agent a security interest and continuing first priority lien on all of the Grantor’s right, title and interest in the trademarks set forth in Schedule 1 (the “Trademarks”);

WHEREAS, the Confirmatory Grant was recorded in the Assignment Branch, United States Patent and Trademark Office at Reel: 5748, Frame: 0581 on March 9, 2016; and

WHEREAS, the Collateral Agent has agreed to release its security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Termination of Security Interest. The Collateral Agent hereby terminates, cancels, discharges and fully releases its lien on and security interest in and to the Trademarks. If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademark Collateral, including, without limitation, in or to any goodwill associated therewith, it hereby assigns and transfers such right, title or interest to the Grantor.

2. Recordation. Effective upon the date first written above, the Collateral Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademarks.

3. Further Assurances. The Collateral Agent hereby agrees to take all further actions, and provide to Grantor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By: J. ANDERSON



Name: Jennifer Anderson

Title: Assistant Vice President

SCHEDULE 1

Trademarks Owned by Xinergy Corp.

*U.S. Trademark Registrations*

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
XINERGY  	85335413 01-JUN-2011	4083629 10-JAN-2012
XINERGY 	85335512 01-JUN-2011	4083641 10-JAN-2012

*U.S. Trademark Applications*

None