

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Societe Generale		08/31/2016	Corporation: FRANCE

RECEIVING PARTY DATA

Name:	Clearesult Consulting Inc.
Street Address:	4301 Westbank Drive
Internal Address:	Suite 250A
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4038921	CLEARRESULT
Registration Number:	2781730	BESTENERGY
Registration Number:	3544142	ENCOMP
Registration Number:	3434573	ENVISE
Registration Number:	4214265	SCORE
Registration Number:	4038920	CITYSMART
Registration Number:	4099595	ENERGYMEASURE
Registration Number:	3929459	REALHOMEANALYZER
Registration Number:	3548869	CONSERVATION SERVICES GROUP
Registration Number:	1653227	COMFORT HOME

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

TRADEMARK

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	79896.00002
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	08/31/2016
Total Attachments: 5 source=Clearesult - Trademark Release (Executed)(123529172_1)#page1.tif source=Clearesult - Trademark Release (Executed)(123529172_1)#page2.tif source=Clearesult - Trademark Release (Executed)(123529172_1)#page3.tif source=Clearesult - Trademark Release (Executed)(123529172_1)#page4.tif source=Clearesult - Trademark Release (Executed)(123529172_1)#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARK PROPERTY (this “Release”), dated as of August 31, 2016 (the “Effective Date”), is made by Société Générale, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”), in favor of Clearesult Consulting Inc. (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of July 12, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 12, 2013 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 17, 2013 at Reel/Frame 5072/0394;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Intellectual Property Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.
6. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of

an executed counterpart to this Release by facsimile transmission or other electronic transmission (including by “pdf” or “tif”) shall be as effective as delivery of a manually signed original.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**SOCIÉTÉ GÉNÉRALE, acting in its capacity
as Agent for the Secured Parties**

By: Laura Weatherhead

Name:


Laura Weatherhead - Director

Title:

ACKNOWLEDGED AND AGREED:

CLEARRESULT CONSULTING INC.

By: _____


Name: David Mehok
Title: Treasurer

Schedule A

Trademark Registrations

Grantor	Mark	Reg. No.	Reg. Date
Clearesult Consulting Inc.	CLEARRESULT	4038921	10/11/11
Clearesult Consulting Inc.	BESTENERGY	2781730	11/11/03
Clearesult Consulting Inc.	ENCOMP	3544142	12/09/08
Clearesult Consulting Inc.	ENVISE	3434573	05/27/08
Clearesult Consulting Inc.	SCORE	4214265	09/25/12
Clearesult Consulting Inc.	CITYSMART	4038920	10/11/11
Clearesult Consulting Inc.	ENERGYMEASURE	4099595	02/14/12
Clearesult Consulting Inc.	REALHOMEANALYZER	3929459	03/08/11
Clearesult Consulting Inc.	CONSERVATION SERVICES GROUP	3548869	12/23/08
Clearesult Consulting Inc.	COMFORT HOME	1653227	08/06/91