

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403918

|   |                                     |                       |                       |
|---|-------------------------------------|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST        |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>    |
| PROSPECT CAPITAL CORPORATION  |                                     | 10/31/2016            | Corporation: MARYLAND |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                       |
| <b>Name:</b>  | SYSTEM ONE HOLDINGS, LLC            |                       |                       |
| <b>Street Address:</b>  | 12 FEDERAL STREET                   |                       |                       |
| <b>Internal Address:</b>  | SUITE 205                           |                       |                       |
| <b>City:</b>  | PITTSBURGH                          |                       |                       |
| <b>State/Country:</b>   | PENNSYLVANIA                        |                       |                       |
| <b>Postal Code:</b>   | 15212                               |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE |                       |                       |
| <b>PROPERTY NUMBERS Total: 6</b>  |                                     |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3528919                             | SYSTEM ONE            |                       |
| <b>Registration Number:</b>   | 2002828                             | JOULE                 |                       |
| <b>Registration Number:</b>   | 1535678                             | JOULE'                |                       |
| <b>Registration Number:</b>   | 1228724                             | JOULE                 |                       |
| <b>Registration Number:</b>   | 2008064                             |                       |                       |
| <b>Registration Number:</b>   | 2025155                             | JOULE                 |                       |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                       |
| <b>Fax Number:</b>  | 3105572193                          |                       |                       |
| <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>   | 310-557-2900                        |                       |                       |
| <b>Email:</b>   | klathrop@proskauer.com              |                       |                       |
| <b>Correspondent Name:</b>  | PROSKAUER ROSE LLP                  |                       |                       |
| <b>Address Line 1:</b>  | 2049 CENTURY PARK EAST, SUITE 3200  |                       |                       |
| <b>Address Line 2:</b>  | C/O KIMBERLEY A. LATHROP            |                       |                       |
| <b>Address Line 4:</b>  | LOS ANGELES, CALIFORNIA 90067       |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 59297.022                           |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Kimberley A. Lathrop                |                       |                       |

CH \$165.00 3528919

|   |                        |
|---|------------------------|
| <b>SIGNATURE:</b>   | /Kimberley A. Lathrop/ |
| <b>DATE SIGNED:</b>   | 11/01/2016             |
| <b>Total Attachments: 4</b><br>source=Trademark Security Agreement Release Executed#page1.tif<br>source=Trademark Security Agreement Release Executed#page2.tif<br>source=Trademark Security Agreement Release Executed#page3.tif<br>source=Trademark Security Agreement Release Executed#page4.tif |                        |

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks, dated as of October 31, 2016 (this "Trademark Security Release"), is made by Prospect Capital Corporation, in its capacity as administrative and collateral agent (in such capacity, the "Agent") for the Lenders party to the Credit Agreement (as defined below), in favor of System One Holdings, LLC, a Delaware limited liability company (the "Borrower"), Utility Partners of America, LLC, a Delaware limited liability company ("UPA"), System One Inspection & Testing Services, LLC, a Delaware limited liability company ("System One Inspection"), System One VMS, LLC, a Delaware limited liability company ("VMS") and All Systems Holding LLC, a Delaware limited liability company ("Holdings") (UPA, System One Inspection, VMS and Holdings are each a "Guarantor" and collectively, the "Guarantors") (the Borrower and the Guarantors are each a "Grantor" and collectively, the "Grantors"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Credit Agreement (as is defined below).

WHEREAS, the Grantors, the Agent, and certain Lenders from time to time party thereto, entered into that certain Term Loan Credit and Security Agreement, dated as of December 31, 2012 (as amended from time to time, the "Credit Agreement");

WHEREAS, under the terms of the Credit Agreement, the Grantors granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other Collateral, all of the Grantors' intellectual property, including any trademarks set forth on Schedule I attached hereto (such trademarks, collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor executed and delivered that certain Patent, Trademark and Copyright Security Agreement, dated as of December 31, 2012 (as in effect from time to time, the "IP Security Agreement"), made by and between the Grantors and the Agent for recording with the United States Patent and Trademark Office;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on January 3, 2013 on Reel 004934/Frame 0535 and April 3, 2015 on Reel 5491/Frame 0963;

WHEREAS, the Obligations secured by the Trademark Collateral (other than contingent Obligations in respect of which no claim has been asserted and which survive the termination of the Credit Agreement) have been repaid; and

WHEREAS, the Agent therefore desires to release, terminate and discharge its security interest in and Lien on the Trademark Collateral, subject to the terms of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent and the Grantors hereby agree as follows:

1. The Agent hereby releases, terminates and discharges the Agent's security interest in the Trademark Collateral that was granted to the Agent pursuant to the Credit Agreement and the IP Security Agreement.

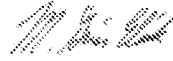
2. This Trademark Security Release shall be governed by, and construed under the internal laws of the State of New York, without reference to principles of conflicts of laws or choice of laws requiring application of the laws of any other jurisdiction. THE PARTIES HEREBY (I) SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND (II) WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, IN EACH CASE FOR PURPOSES OF ANY AND ALL CLAIMS AND CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY RELEASE OR THE SUBJECT MATTER HEREOF, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY RELEASE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

**PROSPECT CAPITAL CORPORATION,**  
in its capacity as Agent



By



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Name: M. Grier Eliasek  
Title: President and  
Chief Operating Officer

SCHEDULE I

| OWNER                    | REGISTRATION NUMBER | TRADEMARK   |
|--------------------------|---------------------|---|
| System One Holdings, LLC | 3528919             | SYSTEM ONE  |
| System One Holdings, LLC | 2002828             | Joule   |
| System One Holdings, LLC | 1535678             | Joule   |
| System One Holdings, LLC | 1228724             | Joule   |
| System One Holdings, LLC | 2008064             |  |
| System One Holdings, LLC | 2025155             |  |