

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Technology II, L.P.		11/15/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Propel Fuels, Inc.		
Street Address:	1815 19th Street		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95811		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3570429	PROPEL	
Registration Number:	3576955	PROPEL	
Registration Number:	3576956	FUELING CHANGE	
Registration Number:	3457874	CLEANDRIVE	
CORRESPONDENCE DATA			
Fax Number:	2062237107		
<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>			
Phone:	206 223-6267		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Kristi Dale Hoofman, Paralegal		
Address Line 1:	1420 Fifth Avenue, Suite 4200		
Address Line 4:	Seattle, WASHINGTON 98111-9402		
NAME OF SUBMITTER:	Kristi Dale Hoofman, Paralegal		
SIGNATURE:	/Kristi Dale Hoofman/		
DATE SIGNED:	11/17/2016		
Total Attachments: 4			
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**TERMINATION OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

WHEREAS, PROPEL FUELS, INC. (formerly known as Propel Biofuels, Inc.), a Delaware corporation (the “**Grantor**”), is the owner of record of the trademarks and applications (collectively, the “**Trademarks**”) and the patents and patent applications (collectively, the “**Patents**”) listed on Exhibits A and B attached hereto, now issued or pending in the United States Patent and Trademark Office; and

WHEREAS the Grantor granted to Hercules Technology II, L.P a Delaware limited partnership, (“**Grantee**”) a security interest (the “**Security Interest**”) in the Trademarks and Patents and the goodwill associated therewith pursuant to that certain Intellectual Property Security Agreement dated as of May 20, 2010 (the “**Security Agreement**”), between the Grantor and Grantee, which was recorded by the United States Patent and Trademark Office on May 20, 2010, at Reel 004210, Frame 0309 as to the Trademarks, and at Reel 024419, Frame 0215 as to the Patents;

WHEREAS, the indebtedness secured by the Security Interest has been paid in full and the Grantee has agreed to terminate the Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantee hereby:

1. Releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of Grantee pursuant to the Security Agreement in the Trademarks, including, without limitation, those listed on Exhibit A, together with the goodwill associated therewith.
2. Releases and reassigns to the Grantor any and all liens, security interest, right, title and interest of Grantee pursuant to the Security Agreement in the Patents, including, without limitation, those listed on Exhibit B, together with the goodwill associated therewith.
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.
4. The Grantee agrees that, upon request of the Grantor or any successor-in-interest or assignee thereof, and at the Grantor’s expense, the Grantee will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantor, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.

[signature page follows]

IN WITNESS WHEREOF, the Grantee, by the signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interest in Trademarks and Patents as of November 15, 2016. This document is intended to take effect as a sealed instrument.

HERCULES TECHNOLOGY II, L.P., as Grantee

By: Hercules Technology SBIC Management, LLC,
its General Partner

By: Hercules Capital, Inc., its Manager


By: 
Name: Jennifer Choe
Title: Assistant General Counsel

Exhibit A

Trademarks

Mark	Reg. No. (Serial No.)	Reg. Date (Filing Dated)
PROPEL	3570429	02/03/09
PROPEL	3576955	02/17/09
FUELING CHANGE	3576956	02/17/09
CLEANDRIVE	3457874	07/01/08

Exhibit B

Patents

Title	Appl. No. (Pub. No)	Filing Date (Pub. Date)
METHOD AND SYSTEM FOR REPORTING ENVIRONMENTAL SAVINGS ACQUIRED BY USE OF ALTERNATIVE FUELS	12/043053 (20090228403)	03/05/08 (09/10/09)
METHOD AND SYSTEM FOR EXCHANGING ENVIRONMENTAL SAVINGS ACQUIRED BY USE OF ALTERNATIVE FUELS	12/043074 (20090228404)	03/05/08 (09/10/09)