

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KAUPTHING ehf		01/16/2017	Corporation: ICELAND
RECEIVING PARTY DATA			
Name:	NORTHSTAR BATTERY COMPANY, LLC		
Street Address:	4000 Continental Way		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65803		
Entity Type:	Limited Liability Company: MISSOURI		
Name:	N HOLDING AB		
Street Address:	Box 7039		
City:	192 07 Sollentuna		
State/Country:	SWEDEN		
Entity Type:	Corporation: SWEDEN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2554021	NORTHSTAR	
Registration Number:	3764479	BLUE STAR TECHNOLOGY	
Registration Number:	4019958	NORTHSTAR	
Registration Number:	3938626		
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	913-451-5100		
Email:	ipdocketing@lathropgage.com		
Correspondent Name:	Anna M. Quinn		
Address Line 1:	10851 Mastin Blvd.		
Address Line 2:	Building 82, Suite 1000		
Address Line 4:	Overland Park, KANSAS 66210-1669		

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NAME OF SUBMITTER:	Anna M. Quinn
SIGNATURE:	/Anna M. Quinn/
DATE SIGNED:	01/19/2017
Total Attachments: 9 source=587023 Sec. Release Ltr -final#page1.tif source=587023 Sec. Release Ltr -final#page2.tif source=587023 Sec. Release Ltr -final#page3.tif source=587023 Sec. Release Ltr -final#page4.tif source=587023 Sec. Release Ltr -final#page5.tif source=587023 Sec. Release Ltr -final#page6.tif source=587023 Sec. Release Ltr -final#page7.tif source=587023 Sec. Release Ltr -final#page8.tif source=587023 Sec. Release Ltr -final#page9.tif	

Execution version

RELEASE LETTER

To: **N HOLDING AB**, a company registered under the laws of Sweden with corporate identity no. 556726-7835 ("**TopCo**");

SITETEL SWEDEN AB, a company registered under the laws of Sweden with corporate identity no. 556654-4176 ("**HoldCo**"), for itself and as the Obligors' agent on behalf of each of the Obligors pursuant to Clause 2.5 of the Acquisition Facilities Agreement (as defined below); and

NORTHSTAR BATTERY COMPANY, LLC, a limited liability company organised under the laws of the State of Missouri, with registered address at 4000 Continental Way, Springfield, MO 65803, the United States ("**OpCo**"),

With a copy to: **DANSKE BANK A/S**, a limited liability company registered under the laws of Denmark with corporate identity no. 61126228 (the "**New Senior Agent**");

DANSKE BANK A/S DANMARK, SVERIGE FILIAL (the "**New Senior Lender**");

PROVENTUS CAPITAL PARTNERS III AB (publ) (the "**New Second Lien Agent**");

PROVENTUS CAPITAL PARTNERS III KOMMANDITBOLAG, a limited partnership registered under the laws of Sweden with corporate identity no. 969736-8125 (the "**New Second Lien Lender**"); and

INTERTRUST (SWEDEN) AB acting as security agent for, *inter alia*, the New Senior Agent, the New Senior Lender, the New Second Lien Agent and the New Second Lien Lender (the "**New Security Agent**").

From: **KAUPTHING ehf.**, a company incorporated under the laws of Iceland with corporate registration number 560882-0419, as existing lender (the "**Lender**") and as agent (the "**Agent**").

Date: 16 January 2017

WHEREAS:

- (A) Pursuant to an acquisition facilities agreement originally dated 9 August 2007 and originally in the amount of [REDACTED] between, *inter alios*, the Existing Lender, TopCo and HoldCo, as amended and restated on 14 August 2007, 16 June 2008, 30 December 2008 and 9 July 2009, as amended pursuant to amendment agreements dated 30 April 2010 and 20 June 2011, as amended and restated pursuant to an amendment and restatement agreement dated 8 June 2012, as amended pursuant to an amendment letter dated 30 January 2015, as amended pursuant to an amendment letter dated 27 February 2015, as amended pursuant to an amendment letter dated 13 March 2015, as amended pursuant to an amendment letter dated 20 March 2015, as amended pursuant to an amendment agreement dated 27 March 2015, as amended pursuant to an amendment agreement dated 22 June 2015, as amended pursuant to an amendment letter dated 23 December 2015, as supplemented by a consent agreement dated 31 March 2016 and as further amended by a consent and amendment agreement dated 12 July 2016 (the "**Acquisition Facilities Agreement**"), the Lender (as defined therein) has agreed to make available to the Borrowers certain facilities, subject to the terms and conditions of the Acquisition Facilities Agreement.
- (B) Pursuant to the Acquisition Facilities Agreement, the Obligors have entered into the security documents listed and specified in the Column "Security Documents" in **Schedule 1** (*Security Documents and Original Documents*) (together the "**Security Documents**" and each a "**Security Document**") and, in connection therewith, delivered the original documents set out in the Column "Original Documents" in Schedule 1 (*Security Documents and Original Documents*) (the "**Original Documents**") to the Agent and provided guarantees under the Acquisition Facilities Agreement in order to secure and guarantee the obligations under the Finance Documents.
- (C) It is contemplated that the facilities provided under the Acquisition Facilities Agreement will be refinanced with loans to be provided by the New Senior Lender and the New Second Lien Lender pursuant to (i) a senior facilities agreement between, *inter alia*, the New Senior Agent, the New Security Agent, the New Senior Lender and the Obligors and a second lien facilities agreement between, *inter alia*, the New Second Lien Agent, the New Security Agent, the New Second Lien Lender and the Obligors and that certain of the assets that are subject to security under the Security Documents will in connection with the refinancing be pledged, assigned, mortgaged or charged, as the case may be, to certain secured parties represented by the New Security Agent. Therefore, the parties have agreed pursuant to the terms of this Release Letter (as defined below) that the Original Documents shall be delivered by the Agent to the New Security Agent directly on each relevant Obligor's behalf.

- (D) The Borrowers (as defined in the Acquisition Facilities Agreement) intend to, on the Repayment Date (as defined below), prepay in full all Loans and all other amounts outstanding under the Acquisition Facilities Agreement and the Finance Documents, in each case together with accrued interest and all other amounts outstanding and/or accrued under the Acquisition Facilities Agreement and the Finance Documents up to and including the Repayment Date. Therefore, the Lender has agreed to upon receipt of the Repayment Amount on the Repayment Date (each as defined below) (i) release and discharge the Obligors from their obligations and liabilities (including any guarantee obligations) under the Finance Documents, and (ii) release and discharge the Security created by or pursuant to the Security Documents, in each case pursuant to the terms and conditions of this release letter (the "**Release Letter**").

1. DEFINITIONS AND INTERPRETATION

1.1 In this Release Letter:

"**Account Pledge Agreements**" means the Invoice Account Pledge Agreement and the Blocked Account Pledge Agreement (each as defined in Schedule 1 (*Security Documents and Original Documents*)).

"**Full Deeds of Release**" means the full deeds of release, substantially in the forms set out in **Appendix A** (*2007 Loan Full Deed of Release*) and **Appendix B** (*2008 Loan Full Deed of Release*), respectively, to **Schedule 9** (*Form of Power of Attorney*).

"**Obligors**" means TopCo, HoldCo and OpCo.

"**Repayment Amount**" means the amount set out in **Schedule 2** (*Repayment Details*).

"**Repayment Confirmation**" means the repayment confirmation to be issued by the Agent to confirm safe receipt of the Repayment (as defined below), substantially in the form set out in **Schedule 3** (*Repayment Confirmation*).

"**Repayment Date**" means 17 January 2017.

"**Secured Parties**" means the Lenders and the Agent.

"**Security Assets**" means the assets, rights and/or interest subject of the Transaction Security.

"**Transaction Security**" means the Security created or granted, or purported to be created or granted, in favour of the Secured Parties by or under the Security Documents and the other Finance Documents.

"**Transaction Security Documents**" means the Security Documents and any other documents evidencing any Transaction Security.

1.2 In this Release Letter

- (a) capitalised terms not otherwise defined herein shall have the meaning given to them in the Acquisition Facilities Agreement and the rules of construction set out in the Acquisition Facilities Agreement shall apply also to this Release Letter; and
- (b) a reference to any agreement, document (including, without limitation, the Acquisition Facilities Agreements and any Finance Document) or provision thereof is to be construed as a reference to that agreement, document or provision as it may be amended, novated, supplemented, replaced and/or confirmed from time to time.

2. RELEASE AND DISCHARGE

2.1 The Agent agrees and confirms that, subject to the receipt by the Agent of the Repayment Amount, with value on the Repayment Date (the "**Repayment**"):

- (a) the Transaction Security will be unconditionally and irrevocably released and discharged in full;
- (b) any right, title and interest in and to the Security Assets which were assigned or transferred to the Secured Parties pursuant to the Transaction Security Documents and the other Finance Documents by way of Security shall be re-assigned and re-transferred to the relevant Obligor and any powers of attorney granted to the Secured Parties pursuant to the Transaction Security Documents and the other Finance Documents shall be revoked;
- (c) the Obligors will be unconditionally and irrevocably released and discharged from all their obligations and liabilities (including any guarantee obligations) under or in connection with the Finance Documents; and
- (d) the Secured Parties shall not have any claims against the Obligors under the Finance Documents.

2.2 Subject to receipt of the Repayment, the Agent undertakes to:

- (a) immediately deliver the Original Documents to the New Security Agent;
- (b) deliver to HoldCo a notice, substantially in the form set out in **Schedule 4** (*Form of Notice to Account Banks*), signed by the Agent and addressed to each Account Bank (as defined in each Account Pledge Agreement), that the Security under the Account Pledge Agreements has been unconditionally and irrevocably released and discharged in full;

- (c) deliver to HoldCo a notice, substantially in the form set out in **Schedule 5** (*Form of Notice to Insurer*), signed by the Agent and addressed to Trygg-Hansa Försäkring filial, that the Security under the Insurance Assignment Agreement (as defined in Schedule 1 (*Security Documents and Original Documents*)) has been unconditionally and irrevocably released and discharged in full;
- (d) deliver to HoldCo a notice, substantially in the form set out in **Schedule 6** (*Form of Notice to Seller*), signed by the Agent and addressed to Stefan Jansson, that the Security under the SPA Security (as defined in Schedule 1 (*Security Documents and Original Documents*)) has been unconditionally and irrevocably released and discharged in full;
- (e) deliver to HoldCo a notice, substantially in the form set out in **Schedule 7** (*Form of Notice to Debtors*), signed by the Agent and addressed to each of Ericsson AB and Nokia Siemens Networks AB, that the Security under the Receivables Pledge Agreement (as defined in Schedule 1 (*Security Documents and Original Documents*)) has been unconditionally and irrevocably released and discharged in full;
- (f) deliver to HoldCo a notice, substantially in the form set out in **Schedule 8** (*Form of Notice to US Account Bank*), signed by the Agent and addressed to U.S. Bank National Association, that the Security under the US law Blocked Account Control Agreement (as defined in Schedule 1 (*Security Documents and Original Documents*)) has been unconditionally and irrevocably released and discharged in full; and
- (g) deliver to HoldCo a power of attorney, substantially in the form set out in **Schedule 9** (*Form of Power of Attorney*) (the "**Power of Attorney**"), signed by the Agent, whereby Thompson Coburn LLP is authorised to execute and deliver (including to, if deemed necessary, procure notarization and apostilling and file with the office of the Recorder of Deeds for Greene County, Missouri) the Full Deeds of Release.

2.3 For the avoidance of doubt, the Agent shall be deemed to have (i) returned each Original Document in accordance with Clause 2.2(a) above, and fulfilled its obligation to return all original copies of documents delivered to it under the Finance Documents, if such Original Documents have been delivered to the New Security Agent (or to Roschier Advokatbyrå AB on behalf of the New Security Agent) as evidenced by an acknowledgement of receipt to be executed by the New Security Agent (or by Roschier Advokatbyrå AB on behalf of the New Security Agent), (ii) fulfilled its obligation to notify any party (other than any Obligor) of the release and discharge of the Transaction Security by delivery by email to the relevant Obligor (or to Wigge & Partners Advokat KB on behalf of such Obligor) of the notices in accordance with paragraphs (b) to (f) of Clause 2.2 above, and (iii) fulfilled its obligation to deliver the Power of Attorney in accordance with Clause 2.2(g) above, if a copy of the executed Power of Attorney has been delivered to Thompson Coburn LLP via email to the following email address: drubin@thompsoncoburn.com.

- 2.4 As soon as reasonably possible upon receipt of the Repayment, the Agent agrees to execute the Repayment Confirmation and send a copy of the Repayment Confirmation via email to HoldCo, with a copy to Wigge & Partners Advokat KB, to the following email addresses:

To: SiteTel Sweden AB Email: [REDACTED]

With a copy to: Wigge & Partners Advokat KB Email: [REDACTED]

- 2.5 For the avoidance of doubt, the release pursuant to Clause 2.1 and 2.2 above shall only be conditional upon receipt by the Agent of the Repayment Amount, with value on the Repayment Date (notwithstanding if no Repayment Confirmation has been executed pursuant to Clause 2.4).
- 2.6 By way of each Obligor's signature to this Release Letter, this Release Letter shall, subject to the Repayment, constitute a notice to, and an acknowledgement by, each of the Obligors that the Transaction Security has been released.
- 2.7 Subject to Repayment, the Lender undertakes to promptly do all such things, take all such steps or actions and execute all such documents and/or declarations as may be reasonably necessary to give effect to, evidence or perfect the full releases, retransfers of title and reassignments of the Transaction Security and cooperate with the Obligors to carry out any formalities (including but not limited to any notarisations, filings, registrations or de-registration) which may be reasonably requested by HoldCo to complete the full release and discharge of the Transaction Security as contemplated by this Release Letter.
- 2.8 Subject to Repayment, any Obligor or such other person as an Obligor may designate (the "**Obligor's Designee**") will be authorised to file UCC termination statements to evidence the termination of the liens and security interests granted in connection with the Loans and releases of all filings made by the Secured Parties in the copyright, trademark and patents office with respect to intellectual property owned by any Obligor or its subsidiaries.

3. COSTS AND EXPENSES

HoldCo shall, within five (5) Business Days of demand, pay the Secured Parties the amount of all costs and expenses reasonably incurred by them in connection with (i) the negotiation, preparation and execution of this Release Letter, and (ii) the releases contemplated by or under this Release Letter.

4. GOVERNING LAW AND ENFORCEMENT

- (a) This Release Letter shall be governed by and construed in accordance with Swedish law.
- (b) The courts of Sweden shall have exclusive jurisdiction over matters arising out of or in connection with this Release Letter and the District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be court of first instance.

Accepted and agreed:

The Obligors

N HOLDING AB



By: **Hans af Sillén**

SITETEL SWEDEN AB



By: **Hans af Sillén**

NORTHSTAR BATTERY COMPANY, LLC



By: **Hans af Sillén**