

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Mill Capital LLC		06/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Emcon Associates, Inc.		
Street Address:	74 Brick Blvd.		
City:	Brick		
State/Country:	NEW JERSEY		
Postal Code:	08723		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3930579	EMCON	
Registration Number:	3879158	E	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083121 x62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	673926		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/07/2017		
Total Attachments: 4			
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TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT

This Termination and Release of Collateral Assignment (this "Agreement") is effective as of June 7, 2017 by and between Emcon Associates, Inc., a New Jersey corporation (the "Assignor"), and North Mill Capital LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein, unless otherwise defined, shall have the meanings assigned to them in the Collateral Assignment (as defined below).

WHEREAS, pursuant to the terms of the Collateral Assignment made by the Assignor in favor of the Assignee dated as of December 29, 2016, and recorded with the U.S. Patent and Trademark Office (the "USPTO") on December 29, 2016 at Trademark Reel: 005953 Frame: 0435 through 0442 (the "Collateral Assignment"), the Assignor granted to the Assignee a security interest in and lien on the Collateral, including, without limitation, the trademarks identified on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, the Assignee has agreed to terminate the Collateral Assignment and release its security interest in and lien on the Collateral, including, without limitation, the Trademarks, in connection with the Assignor's repayment and satisfaction in full of the indebtedness provided under that certain Loan and Security Agreement dated December 29, 2016 between the Assignor and the Assignee;

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

1. **Termination and Release.** The Assignee hereby terminates and releases its security interest and lien on any and all Collateral, including, without limitation, the Trademarks, and otherwise assigns, grants and conveys to the Assignor, without recourse, any and all right, title and interest the Assignee may have in, to or under the Collateral or the Collateral Assignment in order to revest in the Grantor full and unencumbered title to said Collateral, including, without limitation, the Trademarks. The parties hereby terminate the Collateral Assignment and agree that such agreement shall be of no further force or effect. The Assignor or its designee is hereby authorized to make such filings with the USPTO as may be necessary to evidence the termination of the Collateral Assignment and the termination of Assignee's security interest in and lien on the Collateral, including, without limitation, the Trademarks, on the records of the USPTO.

2. **Counterparts.** This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination and Release of Collateral Assignment to be duly executed on the date set forth below and delivered and effective as of the date first above written.

Date: June 7, 2017

EMCON ASSOCIATES, INC.

By: 
Name: Michael J. Cocuzza
Title: President

Date: _____, 2017

NORTH MILL CAPITAL LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Termination and Release of Collateral Assignment to be duly executed on the date set forth below and delivered and effective as of the date first above written.

Date: _____, 2017

EMCON ASSOCIATES, INC.

By: _____
Name: Michael J. Cocuzza
Title: President

Date: June 7, 2017

NORTH MILL CAPITAL LLC

By: Beatriz Hernandez
Name: Beatriz Hernandez
Title: EVP

SCHEDULE A

<u>Serial No.</u>	<u>Registration No.</u>	<u>Wordmark</u>	<u>Registration Date</u>
77963218	3930579	EMCON	March 15, 2011
77968443	3879158	E	November 23, 2010

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