

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/29/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Choose Energy, Inc.		
Street Address:	7800 Dallas Pkwy #220		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2547914	CHOOSEENERGY	
Registration Number:	2527220	CHOOSEENERGY	
CORRESPONDENCE DATA			
Fax Number:	7043533148		
<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:	7043317448		
Email:	amanda.darden@klgates.com		
Correspondent Name:	Amanda K. Darden		
Address Line 1:	214 North Tryon Street		
Address Line 2:	47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2852544.00009		
NAME OF SUBMITTER:	Amanda K. Darden		
SIGNATURE:	/Amanda K. Darden/		
DATE SIGNED:	06/30/2017		
Total Attachments: 7			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of June 29, 2017 and granted by SILICON VALLEY BANK (the “**Secured Party**”), a California corporation, in favor of CHOOSE ENERGY, INC., a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 14, 2013 (the “**Loan Agreement**”) among the Grantor and the Secured Party, the Grantor executed and delivered to the Secured Party that certain Intellectual Property Security Agreement by and between the Grantor and the Secured Party dated as of June 14, 2013 (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5048, Frame 0791 on June 17, 2013; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including without limitation the copyright registrations and applications set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) any and all design rights;

(d) any and all patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B hereto, and (collectively, the “**Patents**”);

(e) any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C hereto (collectively, the "**Trademarks**");

(f) all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D hereto (collectively, the "**Mask Works**");

(g) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) all licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) all amendments, extensions and renewals of any of the Copyrights, Patents, Trademarks, or Mask Works; and

(j) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Further Assurances. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK

as Secured Party

By: Brian K. Brown
Name: Brian K. Brown
Title: Managing Director

EXHIBIT A
COPYRIGHTS

NONE

EXHIBIT B

PATENTS

NONE

EXHIBIT C

TRADEMARKS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Mark: CHOOSEENERGY	2547914	March 12, 2002
Mark: CHOOSEENERGY (Design)	2527220	January 8, 2002

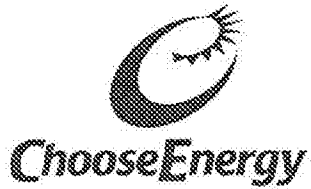


EXHIBIT D
MASK WORKS

NONE