

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476416

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cortland Capital Market Services LLC, as Collateral Agent | | 05/31/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sunbelt Transformer, Ltd. | | |
| Street Address: | 1922 South Martin Luther King Jr Drive | | |
| City: | Temple | | |
| State/Country: | TEXAS | | |
| Postal Code: | 76504 | | |
| Entity Type: | Limited Partnership: TEXAS | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4349080 | | |
| Registration Number: | 4349079 | SUNBELT TRANSFORMER | |
| Registration Number: | 4170274 | | |
| Registration Number: | 4170208 | SUNBELT TRANSFORMER | |
| Registration Number: | 4170212 | SUNBELT TRANSFORMER | |
| Registration Number: | 3611866 | SUNBELT TRANSFORMER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | jbleskin@schiffhardin.com | | |
| Correspondent Name: | Jennifer Bleskin | | |
| Address Line 1: | 233 S. Wacker Drive, Suite 7100 | | |
| Address Line 2: | Schiff Hardin LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Jennifer Bleskin | | |
| SIGNATURE: | /s/ Jennifer Bleskin | | |
| DATE SIGNED: | 06/01/2018 | | |

OP \$165.00 4349080

Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 31, 2018, by CORTLAND CAPITAL MARKET SERVICES LLC ("Secured Party") in its capacity as Collateral Agent for the Holders. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, SUNBELT TRANSFORMER, LTD., a Texas limited partnership ("Grantor") and Secured Party were parties to that certain Trademark Security Agreement dated as of June 10, 2015 (the "Security Agreement") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 10, 2015, at Reel 005549, Frame 0441;

WHEREAS, Grantor has requested that Secured Party terminate and release its security interest in and liens on the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, releases and discharges its continuing security interest in and liens on Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|---------------------|-----------------|------------------|------------------|-------------------|
| Design Only | 85643837 | 6/5/12 | 4349080 | 6/11/13 |
| SUNBELT TRANSFORMER | 85643718 | 6/5/12 | 4349079 | 6/11/13 |
| Design Only | 85317813 | 5/11/11 | 4170274 | 7/10/12 |
| SUNBELT TRANSFORMER | 85309966 | 5/2/11 | 4170208 | 7/10/12 |
| SUNBELT TRANSFORMER | 85310204 | 5/2/11 | 4170212 | 7/10/12 |
| SUNBELT TRANSFORMER | 77570921 | 9/16/08 | 3611866 | 4/28/09 |

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