# CH \$40.00 455

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM472505

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC, as Collateral Agent		02/06/2018	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Eco-Site, LLC	
Street Address:	240 Leigh Road	
Internal Address:	Suite 415	
City:	Durham	
State/Country:	NORTH CAROLINA	
Postal Code:	ostal Code: 27707	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4550148	ECO-SITE

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 9198294287

Email: tmgroup@hutchlaw.com

Correspondent Name: Holly Coldiron

Address Line 1: Suite 300, 3110 Edwards Mill Rd.
Address Line 4: Raleigh, NORTH CAROLINA 27612

NAME OF SUBMITTER:	Holly Coldiron	
SIGNATURE:	/Holly Coldiron/	
DATE SIGNED:	05/03/2018	

#### **Total Attachments: 3**

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TRADEMARK REEL: 006382 FRAME: 0134

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of February 6, 2018 ("Effective Date"), by GUGGENHEIM CORPORATE FUNDING, LLC, in its capacity as collateral agent for the Secured Parties (as such term is defined in the below-defined Credit Agreement) (together with its successors and permitted assigns in such capacity, the "Collateral Agent"), in favor of Eco-Site, LLC, a Delaware limited liability company (as successor-in-interest to Eco-Site, Inc., a Delaware corporation) (the "Grantor").

WHEREAS, reference is made to: (a) that certain Credit and Guaranty Agreement, dated as of February 3, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as the Borrower (as defined therein), Eco-Site Holdings, Inc., a Delaware corporation ("Holdings"), certain subsidiaries of the Borrower and Holdings from time to time party thereto as Subsidiary Guarantors (as defined therein), the Lenders (as defined therein) from time to time party thereto, the Administrative Agent (as defined therein) and the Collateral Agent; and (b) that certain Pledge and Security Agreement, dated as of February 3, 2017 (as amended, restated, supplemented and otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, Holdings and the Collateral Agent;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of February 3, 2017, which was recorded with the United States Patent and Trademark Office (the "USPTO") on March 7, 2017 at Reel 6003, Frame 0191 (as may be amended, restated, supplemented, or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), by and among the Grantor and the Collateral Agent, the Grantor granted to the Collateral Agent a security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on **Schedule 1** hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

- 1. Without representation or warranty of any kind or nature, the Collateral Agent hereby terminates, releases, and discharges its security interest in the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to Grantor all right, title, and interest of the Collateral Agent in the Trademark Collateral pursuant to the Trademark Security Agreement, and all proceeds thereof, including, without limitation, any and all causes of action which any exist by reason of infringement of the Trademark Collateral.
  - 2. The Collateral Agent hereby authorizes the recordation of this Release with the USPTO.
- 3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.
- 4. This Release and the rights and obligations of the parties hereunder shall be governed by, shall be construed and enforced in accordance with, the laws of the State of New York.

TRADEMARK REEL: 006382 FRAME: 0135

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company, as

Collateral Agent

Ву:

Name: Kevin M. Robins Title: Attorney-in-Fact

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (ECO-SITE)]

#### **SCHEDULE 1**

to

## TERMINATION AND RELEASE OF SECURITY INTEREST IN THE TRADEMARK COLLATERAL

#### **Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Eco-Site, Inc.	United States	ECO-SITE	4550148	June 17, 2014

TRADEMARK REEL: 006382 FRAME: 0137

**RECORDED: 05/03/2018**