# CH \$40.00 42352

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM476647 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		06/04/2018	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	PowerPlan, Inc.	
Street Address:	300 Galleria Parkway,	
Internal Address:	Ste. 2100	
City:	Atlanta	
State/Country:	y: GEORGIA	
Postal Code:	le: 30339	
Entity Type:	Corporation: DELAWARE	

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

Property Type	Number	Word Mark
Registration Number:	4235243	POWERPLAN

#### **CORRESPONDENCE DATA**

Fax Number: 3128622200

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:** 3128623837

**Email:** raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	25799-4	
NAME OF SUBMITTER:	Raza Siddiqui	
SIGNATURE:	/razasiddiqui/	
DATE SIGNED:	06/04/2018	

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

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TRADEMARK REEL: 006393 FRAME: 0021

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of June 4, 2018 (the "Effective Date") by Ares Capital Corporation, a Maryland corporation (the "Collateral Agent") in favor of PowerPlan, Inc., a Delaware corporation ("Grantor").

**WHEREAS**, Grantor and certain other affiliates of Grantor executed and delivered that certain Security Pledge Agreement, dated as of February 23, 2015, in favor of the Collateral Agent (the "Security Pledge Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Security Pledge Agreement);

WHEREAS, pursuant to the terms of the Security Pledge Agreement, Grantor duly authorized the execution, delivery and performance of that certain Grant of Security Interest in Trademark Rights, effective as of February 23, 2015, in favor of the Collateral Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by Grantor and constituting Collateral, including, without limitation, the trademarks set forth on Schedule A attached hereto (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 23, 2015 at Reel/Frame 5464/0847; and

WHEREAS, Grantor has paid or caused to be paid all of the Secured Obligations (other than Unasserted Contingent Obligations) and has terminated all Commitments.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement and the Security Pledge Agreement, and hereby terminates, cancels and releases any and all security interests it has in, to and under the Trademark Collateral.

\* \* \* \* \*

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TRADEMARK REEL: 006393 FRAME: 0022 IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ARES CAPITAL-CORPORATION

By: \_\_\_\_

Title:

Mitchell Goldstein Authorized Signatory

[Signature Page to Trademark Release (Second Lien)]

TRADEMARK
REEL: 006393 FRAME: 0023

## SCHEDULE A

# U.S. Trademark Registrations

POWERPLAN (WOURPLAN), Registration #4235243, dated October 30, 2012

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**RECORDED: 06/04/2018**