

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		08/08/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CLEARresult Consulting Inc.		
Street Address:	100 SW Main		
Internal Address:	Suite 1500		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Corporation: TEXAS		
Name:	CLEARresult Operating LLC		
Street Address:	100 SW Main		
Internal Address:	Suite 1500		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Comfort Home Corporation		
Street Address:	100 SW Main		
Internal Address:	Suite 1500		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Populus, LLC		
Street Address:	100 SW Main		
Internal Address:	Suite 1500		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97204		
Entity Type:	Limited Liability Company: COLORADO		

TRADEMARK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4214265	SCORE
Registration Number:	4099595	ENERGYMEASURE
Registration Number:	4038921	CLEARRESULT
Registration Number:	4038920	CITYSMART
Registration Number:	3929459	REALHOMEANALYZER
Registration Number:	3548869	CONSERVATION SERVICES GROUP
Registration Number:	1653227	COMFORT HOME
Registration Number:	4111743	GROCERSMART
Registration Number:	4038654	AIRCARE PLUS
Registration Number:	3995678	ENERGY FOR CHANGE
Registration Number:	2030071	COMFORTMAX
Registration Number:	1658520	COMFORT BY DESIGN
Registration Number:	3774592	POPULUS

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.

Email: shill@velaw.com

Correspondent Name: Sean Hill

Address Line 1: 1001 Fannin Street, Suite 2500

Address Line 2: Vinson & Elkins LLP

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	TEX886-36011
NAME OF SUBMITTER:	Sean M. Hill
SIGNATURE:	/Sean M. Hill/
DATE SIGNED:	08/08/2018

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 8, 2018 (“Release”), is made by KeyBank National Association, as Collateral Agent (“Collateral Agent”) in favor of CLEAResult Consulting Inc., a Texas corporation, CLEAResult Operating LLC, a Delaware limited liability company, Comfort Home Corporation, a Pennsylvania corporation, and Populus, LLC, a Colorado limited liability company (each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of August 31, 2016 (as from time to time amended, restated, supplemented or otherwise modified and in effect on the date hereof, the “Security Agreement”) by and among the Grantors, Collateral Agent, and others party thereto, and the Trademark Security Agreement dated as of August 31, 2016 by and among the Grantors and Collateral Agent (“Trademark Security Agreement”), each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of such Grantor in and to all Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on September 1, 2016 at Reel 5868 Frame 0552.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in all right, title or interest of Grantors in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement and/or Trademark Security Agreement; and

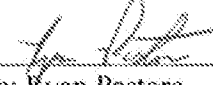
(b) authorizes and requests the recordation of this Release with the USPTO at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

KeyBank National Association, as Collateral Agent

By: 

Name: Ryan Pastore

Title: Senior Vice President

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by CLEAResult Consulting Inc., CLEAResult Operating LLC, Comfort Home
Corporation, and Populus, LLC
In Favor of KeyBank National Association, as Collateral Agent
Recorded September 1, 2016 at Reel 5868 Frame 0552**

Trademark Registrations

Mark	Reg. No.	Reg. Date
SCORE	4214265	09/25/12
ENERGYMEASURE	4099595	02/14/12
CLEAResult	4038921	10/11/11
CITYSMART	4038920	10/11/11
REALHOMEANALYZER	3929459	03/08/11
CONSERVATION SERVICES GROUP	3548869	12/23/08
COMFORT HOME	1653227	08/06/91
GROCERSMART	4111743	03/13/12
AIRCARE PLUS	4038654	10/11/11
ENERGY FOR CHANGE	3995678	07/19/11
COMFORTMAX	2030071	01/14/97
COMFORT BY DESIGN and Design	1658520	09/24/91
POPULUS	3774592	04/13/10