

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485690

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROYAL BANK OF CANADA		08/09/2018	BANK: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bergen Industries, LLC		
<b>Street Address:</b>	1180 N. TOWN CENTER DRIVE		
<b>Internal Address:</b>	SUITE 175		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89144		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5136176	BERGEN INDUSTRIES, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	212.310.8000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Anna McEwen		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Anna McEwen-68179.0008		
<b>NAME OF SUBMITTER:</b>	Anna McEwen		
<b>SIGNATURE:</b>	/Anna McEwen/		
<b>DATE SIGNED:</b>	08/10/2018		
<b>Total Attachments: 6</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of August 9, 2018 and delivered by Royal Bank of Canada, in its capacity as administrative agent and as collateral agent for the Secured Parties under the First Lien Pledge and Security Agreement referred to below (together with its successors in such capacity, the "Administrative Agent"), in favor of Bergen Industries, LLC, a Nevada limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Pledge and Security Agreement (as defined below) or the First Lien Intellectual Property Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain First Lien Pledge and Security Agreement, dated as of December 20, 2016 (as supplemented by (i) the First Lien Security Agreement Joinder No. 1, dated as of June 5, 2017, by and between Progressive Industries, Inc., a North Carolina corporation and the Administrative Agent and (ii) the First Lien Security Agreement Joinder No. 2, dated as of December 1, 2017, by and between Bergen Industries, LLC, a Nevada limited liability company and the Administrative Agent and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among Power Products Midco, LLC, a Delaware limited liability company, Power Products, LLC, a Delaware limited liability company, the Administrative Agent and certain other parties thereto, in order to secure payments of certain Obligations, the Grantor was required to execute and deliver a First Lien Intellectual Property Security Agreement, dated as of December 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") and pursuant thereto the Grantor assigned, pledged and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under its Patents, Trademarks, Trade Secrets and Copyrights, including without limitation those Patents, Trademarks and Copyrights listed on Schedules I, II and III, respectively, hereto, and including without limitation all proceeds thereof (collectively, the "IP Collateral").

**WHEREAS**, pursuant to the IP Security Agreement a security interest in the Trademarks was recorded with the United States Patent and Trademark Office on December 4, 2017 at Reel/Frame 006219/0387.

**WHEREAS**, the Administrative Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the IP Collateral.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, hereby terminates, releases, cancels and forever discharges any and all security interests it

has in the IP Collateral, terminates the IP Security Agreement, and retransfers, re-conveys and reassigns to the Grantor and without representation or warranty of any kind, express or implied, free and clear of any claims by the Administrative Agent, all right, title or interest of the Administrative Agent (if any) in, to or under the IP Collateral of the Grantor. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record this Release.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA  
as Administrative Agent

By:   
Name: HELENA SADOWSKI  
Title: MANAGER, AGENCY

[Signature Page to Release of Security Interest in Intellectual Property (Bergen Industries)]

**Schedule I**  
**Trademark**

<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
"Bergen Industries, Inc."	Granted	87055510	05/31/16	5136176	02/07/17

**Schedule II**  
**Patents**

None.

**Schedule III**  
**Copyrights**

None.