TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM525648 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| Wilmington Trust, National Association, as Collateral Agent | | 05/30/2019 | a national banking association: UNITED STATES |

RECEIVING PARTY DATA

| Name: | Xinergy Corp. |
|-----------------|------------------------|
| Street Address: | 1295 Ashford Hill Road |
| City: | Ashford |
| State/Country: | WEST VIRGINIA |
| Postal Code: | 25009 |
| Entity Type: | Corporation: TENNESSEE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark | |
|----------------------|---------|-----------|--|
| Registration Number: | 4083629 | XINERGY | |
| Registration Number: | 4083641 | XINERGY | |

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

| NAME OF SUBMITTER: | Susan Carlson |
|--------------------|-------------------|
| SIGNATURE: | /e/ Susan Carlson |
| DATE SIGNED: | 05/30/2019 |

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

This RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN) (this "Release") is made effective as of May 30, 2019 by WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent (as defined below), to XINERGY CORP. (the "Grantor").

<u>WITNESSETH</u>:

WHEREAS, pursuant to that certain Pledge and Security Agreement (First Lien) dated as of July 15, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among White Forest Resources, Inc., a Delaware corporation, the Grantor, each of the subsidiary guarantors party thereto and Wilmington Trust, National Association, as collateral agent for the Secured Parties (as defined therein) (in such capacity, the "Collateral Agent"), and the Notice of Grant of Security Interest in Trademarks (First Lien) dated as of July 15, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Confirmatory Grant") made by the Grantor in favor of the Collateral Agent, the Grantor has granted to the Collateral Agent a security interest and continuing first priority lien on all of the Grantor's right, title and interest in the trademarks set forth in Schedule I (the "Trademarks");

WHEREAS, the Confirmatory Grant was recorded in the Assignment Branch, United States Patent and Trademark Office at Reel: 5838, Frame: 0955 on July 20, 2016; and

WHEREAS, the Collateral Agent has agreed to release its security interest in the Trademarks.

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

- 1. <u>Termination of Security Interest</u>. The Collateral Agent hereby, without recourse, representation or warranty of any kind whatsoever, terminates, cancels, discharges and fully releases its lien on and security interest in and to the Trademarks. If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademarks, including, without limitation, in or to any goodwill associated therewith, the Collateral Agent hereby assigns and transfers, in each case, without recourse, representation or warranty of any kind whatsoever, such right, title or interest to the Grantor.
- 2. <u>Recordation</u>. Effective upon the date first written above, the Collateral Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademarks.

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- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to take all further actions, and provide to Grantor and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of New York.

US.123234767.02

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: Vtcol

Name: Nicole Kroll

Title: Assistant Vice President

SCHEDULE I

Trademarks Owned by Xinergy Corp.

U.S. Trademark Registrations

| <u>Trademark</u> | Registration No. | Registration Date |
|------------------|-------------------------|------------------------|
| XINERGY | 85335413 01-JUN-2011 | 4083629 10-JAN-2012 |
| Xinergy | | |
| Xinergy | 85335512 01-JUN-2011 | 4083641 10-JAN-2012 |

U.S. Trademark Applications

None

US.123234767.02

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RECORDED: 05/30/2019