

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM535866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		08/08/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	EN Engineering, L.L.C.		
Street Address:	28100 Torch Parkway		
Internal Address:	Suite 400		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555-3938		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Energy Initiatives Group, LLC		
Street Address:	28100 Torch Parkway		
Internal Address:	Suite 400		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555-3938		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2843670	ENE	
Registration Number:	2779229	EN ENGINEERING	
Serial Number:	87201811	EIG ENERGY INITIATIVES GROUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nalbano@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Nicole A. Albano		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		

TRADEMARK

ATTORNEY DOCKET NUMBER:	021455-002
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	08/08/2019
Total Attachments: 6 source=Energizer Trademark Release#page1.tif source=Energizer Trademark Release#page2.tif source=Energizer Trademark Release#page3.tif source=Energizer Trademark Release#page4.tif source=Energizer Trademark Release#page5.tif source=Energizer Trademark Release#page6.tif	

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

August 8, 2019

THIS TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of August 8, 2019, by Ares Capital Corporation, in its capacity as administrative agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of EN Engineering, L.L.C., a Delaware limited liability company (“ENE”), and Energy Initiatives Group, LLC, a Massachusetts limited liability company (“EIG”, together with ENE, each a “Grantor” and collectively, the “Grantors”).

WHEREAS, ENE, as Borrower, EN Engineering Midco, LLC, a Delaware corporation, as Holdings, the Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and Ares Capital Corporation, as Administrative Agent, are party to that certain Credit Agreement, dated as of June 30, 2015 (as amended by that certain First Amendment to Credit Agreement dated as of July 30, 2015, that certain Second Amendment to Credit Agreement dated July 11, 2017, that certain Third Amendment to Credit Agreement, dated August 14, 2018, and that certain Fourth Amendment to Credit Agreement, dated October 4, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Pledge and Security Agreement dated as of June 30, 2015 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Pledge and Security Agreement”), pursuant to which (i) ENE executed and delivered that certain Trademark Security Agreement dated as of June 30, 2015, which was recorded with the United States Patent and Trademark Office on June 30, 2015 at Reel 5565, Frame 0474 (the “ENE Trademark Security Agreement”) and (ii) EIG executed and delivered that certain Trademark Security Agreement dated as of November 10, 2017, which was recorded with the United States Patent and Trademark Office on November 13, 2017 at Reel 6203, Frame 0487 (the “EIG Trademark Security Agreement”, together with the ENE Trademark Security Agreement and Pledge and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations of such Grantor, mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof; and

WHEREAS, pursuant to that certain Payoff Letter dated as of August 8, 2019, entered into by the Administrative Agent, Holdings and the Borrower, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Administrative Agent hereby agrees as follows:

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

2. Release of Security Interest; Further Assurances. Administrative Agent hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, including the trademark registrations listed in Schedule I hereto (ii) re-transfers and re-assigns to the applicable Grantor any and all right, title and interest that it may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute and deliver all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral, effect the release of such rights to each Grantor and confirm each Grantor's right, title and interest in the Trademark Collateral, (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.


3. Electronic Delivery; Counterparts. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Further, this Release may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Release by
its duly authorized officer as of the date first above written.

AREX CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Mitchell Goldstein
Title: Authorized Signatory


EN ENGINEERING, L.L.C., as Grantor

By: _____
Name: _____
Title: _____

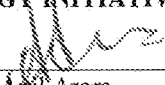
ENERGY INITIATIVES GROUP, LLC, as Grantor

By: _____
Name: _____
Title: _____


EN ENGINEERING, L.L.C., as Grantor

By: 
Name: Anil Arora
Title: CFO & Vice President

ENERGY INITIATIVES GROUP, LLC, as Grantor

By: 
Name: Anil Arora
Title: CFO & Vice President

SCHEDULE I

Grantor	Title	Reg. No. or (Appl. No.)	Reg. Date or (Appl. Date)
EN Engineering, LLC.		2843670	May 18, 2004
EN Engineering, LLC.	EN ENGINEERING	2779229	November 4, 2003

Grantor	Title	Reg. No. or Appl. No.	Date
Energy Initiatives Group, LLC	ENG Energy Initiatives Group	87201811	October 13, 2016