

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536991

| | | | |
|---|---|--|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest : Recorded at Reel/Frame - 5911-0281 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP | | 08/14/2019 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | RESOURCE ACTION PROGRAMS, LLC | | |
| Street Address: | 102 N. Franklin Street | | |
| City: | Port Washington | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 53074 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3610769 | EASY SAVINGS | |
| Registration Number: | 3545699 | INTELLISHOWER | |
| Registration Number: | 3350715 | ENERGY WISE | |
| Registration Number: | 4148147 | HOMEWISE | |
| Registration Number: | 4797690 | MEASURE-BASED EDUCATION | |
| Registration Number: | 2274506 | RESOURCE ACTION PROGRAMS | |
| Registration Number: | 2323241 | LEARNING TO BE WATERWISE | |
| Registration Number: | 2183847 | LIVINGWISE | |
| Registration Number: | 2071488 | EARTH WISE | |
| Registration Number: | 2021884 | LEARNING TO BE WATER WISE AND ENERGY EFF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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> | | | |
| Phone: | 3128623837 | | |
| Email: | raza.siddiqui@kirkland.com | | |
| Correspondent Name: | Raza Siddiqui | | |
| Address Line 1: | 300 N. Lasalle | | |
| Address Line 2: | Kirkland & Ellis LLP | | |

CH \$265.00 3610769

| | |
|---|-------------------------|
| Address Line 4: | Chicago, ILLINOIS 60654 |
| ATTORNEY DOCKET NUMBER: | 35173-482 |
| NAME OF SUBMITTER: | Raza Siddiqui |
| SIGNATURE: | /razasiddiqui/ |
| DATE SIGNED: | 08/16/2019 |
| Total Attachments: 4 source=antares amcg trademark release and reassignment (resource action) 2019 (EXECUTED)#page1.tif source=antares amcg trademark release and reassignment (resource action) 2019 (EXECUTED)#page2.tif source=antares amcg trademark release and reassignment (resource action) 2019 (EXECUTED)#page3.tif source=antares amcg trademark release and reassignment (resource action) 2019 (EXECUTED)#page4.tif | |

TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of August 14, 2019, by Antares Capital LP, in its capacity as administrative agent ("Agent"), in favor of RESOURCE ACTION PROGRAMS, LLC, a Delaware limited liability company ("Grantor"), pursuant to the Guaranty and Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement.

WITNESSETH:

WHEREAS, Grantor and Agent were parties to that certain Guaranty and Security Agreement dated as of October 31, 2016 made by Grantor in favor of Agent (the "Guaranty and Security Agreement");

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of October 31, 2016 (the "Security Agreement"), pursuant to which Grantor granted a continuing first priority security interest (the "Security Interest") to Agent for the benefit of the Secured Parties in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 31, 2016 at Reel 5911, Frame 0281; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guaranty and Security Agreement, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent hereby terminates the Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the "Trademark Collateral") shall hereby cease and become void:

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, 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 and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

3. This Trademark Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: Jean King

Name: Jean King

Its: Duly Authorized Signatory

Trademark Release

TRADEMARK

REEL: 006722 FRAME: 0603

**SCHEDULE I
TO
TRADEMARK RELEASE**

Registered Trademarks

| Trademark | Jurisdiction | Application # | Application Date | Registration # | Registration Date |
|--|---------------------|----------------------|-------------------------|-----------------------|--------------------------|
| EASY SAVINGS | US FEDERAL | 76690542 | 13-JUN-2008 | 3610769 | 28-APR-2009 |
| INTELLISHOWER | US FEDERAL | 76689090 | 28-APR-2008 | 3545699 | 16-DEC-2008 |
| ENERGY WISE | US FEDERAL | 76672973 | 21-FEB-2007 | 3350715 | 11-DEC-2007 |
| HOMEWISE | US FEDERAL | 76706776 | 14-MAR-2011 | 4148147 | 29-MAY-2012 |
| MEASURE BASED EDUCATION | US FEDERAL | 86138463 | 09-DEC-2013 | 4797690 | 25-AUG-2015 |
| Resource Action Programs | US FEDERAL | 75554540 | 17-SEP-1998 | 2274506 | 31-AUG-1999 |
| Learning to be Waterwise | US FEDERAL | 75512437 | 02-JUL-1998 | 2323241 | 29-FEB-2000 |
| Livingwise | US FEDERAL | 75313209 | 23-JUN-1997 | 2183847 | 25-AUG-1998 |
| Earth Wise | US FEDERAL | 75087801 | 15-APR-1996 | 2071488 | 17-JUN-1997 |
| Learning to be Water Wise and Energy Efficient | US FEDERAL | 74728031 | 12-SEP-1995 | 2021884 | 10-DEC-1996 |