

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM540734

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Trademark Assignment of Security, Trademark Collateral Security Agreement and Supplement Thereto		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association		09/12/2019	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HOP Energy, LLC		
<b>Street Address:</b>	4 West Red Oak Lane, Suite 310		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10604		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3919359	HOP ENERGY	
<b>Registration Number:</b>	3919361	HOP ENERGY	
<b>Serial Number:</b>	87706576	KOSCO	
<b>Serial Number:</b>	85009091	ECO ONE BIODIESEL	
<b>Serial Number:</b>	85009077	ECO ONE BIOHEAT	
<b>Serial Number:</b>	85009068	ECO ONE BIOFUELS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Linda A. Salera		
<b>SIGNATURE:</b>	/Linda A. Salera/		

CH \$165.00 3919359

<b>DATE SIGNED:</b>	09/13/2019
<b>Total Attachments: 4</b> source=HOP - TM Termination (PNC)#page1.tif source=HOP - TM Termination (PNC)#page2.tif source=HOP - TM Termination (PNC)#page3.tif source=HOP - TM Termination (PNC)#page4.tif	

**TERMINATION AND RELEASE OF TRADEMARK ASSIGNMENT OF SECURITY,  
TRADEMARK COLLATERAL SECURITY AGREEMENT AND SUPPLEMENT  
THERE TO**

**THIS TERMINATION AND RELEASE OF TRADEMARK ASSIGNMENT OF SECURITY, TRADEMARK COLLATERAL SECURITY AGREEMENT AND SUPPLEMENT THERE TO** (this “**Termination**”), is dated as of September 12, 2019, and made by **PNC BANK, NATIONAL ASSOCIATION**, as Agent (in such capacity, “**Agent**”), in favor of **HOP ENERGY, LLC**, a Delaware limited liability company “**Borrower**”).

WHEREAS, pursuant to (i) that certain Trademark Collateral Security Agreement dated July 30, 2010 (the “**Initial Security Agreement**”), (ii) that certain Trademark Assignment of Security dated July 30, 2010 (the “**Assignment**”) and (iii) that certain Supplement to Trademark Collateral Security Agreement dated June 17, 2019 by the Borrower in favor of Agent (the “**Supplement**” and collectively with the Initial Security Agreement and the Assignment, the “**Security Agreement**”), Borrower granted to the Agent, for the benefit of the Lenders, a continuing first priority security interest in and to the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed on Schedule A hereto, and in and to any and all trademarks, and registrations and applications appurtenant thereto, acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and all of Borrower's right, title and interest in, to and under all Licenses, all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (d) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder), and all Proceeds and products of any or all of the foregoing (collectively, the “**Trademark Collateral**”);

WHEREAS, the Assignment was recorded at the United States Patent and Trademark Office (“**USPTO**”) on August 10, 2010 at Reel/Frame 004257/0604 and the Supplement was recorded at the USPTO on August 14, 2019 at Reel/Frame 6719/0719; and

WHEREAS, Agent now desires to terminate the Security Agreement and terminate and release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

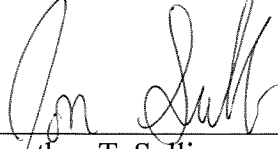
2. Release of Security Interest. Agent hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Trademark Collateral, including the Trademarks listed on Schedule A hereto, and, all associated goodwill, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Borrower all right, title and interest of Agent in the Trademark Collateral of Borrower, including all associated goodwill, and any right, title or interest of Agent in such Trademark Collateral shall hereby terminate, cease and become void.

3. Further Assurances. Agent hereby authorizes Borrower or an authorized representative of Borrower to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Agent in the Trademark Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Agent further agrees to execute and deliver to Borrower any and all further documents and instruments, and do any and all further acts which Borrower (or its agents or designees) reasonably requests (at Borrower's sole cost and expense) in order to confirm this Termination and Borrower's right, title and interest in, to and under the Trademark Collateral.

*[Signature Page Follows]*


IN WITNESS WHEREOF, Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Jonathan T. Sullivan  
Title: Vice President

# Schedule A

## TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registration or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Trademark</u>
3919359	USA	06/10/2010	02/15/2011	HOP ENERGY <b>HOP ENERGY</b>
3919361	USA	06/10/2010	02/15/2011	HOP ENERGY STYLIZED/DESIGN 
87706576	USA	12/4/2017		Kosco
85009091	USA	04/08/2010		ECO ONE BIODIESEL
85009077	USA	04/08/2010		ECO ONE BIOHEAT
85009068	USA	04/08/2010		ECO ONE BIOFUELS