

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Agility Capital II, LLC		10/22/2015	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Phoenix Energy Technologies, Inc.		
Street Address:	165 Technology Drive		
Internal Address:	Suite 150		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86132651	TURNING DATA INTO CURRENCY	
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>			
Phone:	3032958399		
Email:	sldeerrose@hollandhart.com		
Correspondent Name:	Sanna L. Deerrose		
Address Line 1:	P.O. Box 8749		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	100596.0001		
NAME OF SUBMITTER:	Sanna L. Deerrose		
SIGNATURE:	/Sanna L. Deerrose/		
DATE SIGNED:	10/22/2019		
Total Attachments: 4			
source=Release of Security Interest from Agility Capital II, LLC to Pheonix Energy Technologies, Inc#page1.tif			
source=Release of Security Interest from Agility Capital II, LLC to Pheonix Energy Technologies, Inc#page2.tif			

CH \$40.00 86132651

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Filing Results

LOUISE MOUSSEAU
Holland & Hart, LLP
555 17th Street
Suite 3200
Denver, CO 80202

Date: 03/27/2019
Order #: 69044870
Customer #: 505871
Reference 1: 100596.0001
Reference 2: --

Target Name: 20142869907

Jurisdiction: Secretary of State, Delaware

Filing Type: Termination Filing

Searched Through: --

Results: See attached filing acknowledgement

Document Listing:

File #	File Date	Type of Filing
2019 1970800	03/21/2019	Termination

SEAN MOORE
West Team 3
555 Capitol Mall
Suite 1000
Sacramento, CA 95814
8008748820
sean.moore@wolterskluwer.com

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
M. Louise Mousseau

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**M. Louise Mousseau
c/o Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202**

Delaware Department of State
U.C.C. Filing Section
Filed: 01:02 PM 03/21/2019
U.C.C. Initial Filing No: 2014 2869907
Amendment No: 2019 1970800
Service Request No: 20192164809

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20142869907 filed **7/18/2014**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
AGILITY CAPITAL II, LLC

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Filed with DE Secretary of State Debtor: Phoenix Energy Technologies, Inc. Ref. No 100596.0001

AGILITY CAPITAL

October 21, 2015

Phoenix Energy Technologies, Inc.
165 Technology Drive, Suite 150
Irvine, CA 92618

Attn: Lisa Varga, CEO

Re: Loan Agreement Dated September 26, 2014

Dear Lori:

Reference is made to that certain Loan Agreement (the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement), dated as of October 30, 2014, and modified from time to time, by and between Phoenix Energy Technologies, Inc. ("Borrower") and Agility Capital II, LLC ("Lender").

Lender confirms and agrees that as of the date hereof, and Lender's receipt of [REDACTED] (the "Pay Off Amount") on or before October 21, 2015 (the "Proposed Payoff Date") which is calculated as:

1. Principal of [REDACTED]
2. Monthly Collateral Management Fee of [REDACTED], and
3. Accrued Interest through October 15, 2015: [REDACTED]

the Advances and other Obligations shall be fully repaid and no longer outstanding, all commitments are terminated, all fees or other amounts payable pursuant to the Transaction Documents are deemed fully paid, any liens, security interests, encumbrances, assignments and mortgages, if any, of Lender or its affiliates granted under or in connection with any Transaction Document are terminated and released, and each Transaction Document is terminated, provided, however, those obligations, covenants, and terms that expressly survive the termination of such agreement (including Borrower's indemnity obligations set forth in the Loan Agreement), shall continue to survive notwithstanding the foregoing, and the undersigned authorizes you or your successor (or your respective attorneys) to file termination statements in respect of any financing statements filed in connection with the Loan Agreement. This letter is effective through 1:00 pm Pacific Time, October 15, 2015. If all obligations are not fully repaid by October 21, 2015, additional per diem interest of [REDACTED] may be added to the Pay Off Amount for each day funds are received by Lender after the Proposed Payoff Date and if payment is not received by November 1, 2015 in addition to accrued interest, additional fees may apply.

Borrower hereby confirms (a) that the commitments of Lender to make loans under the Loan Agreement are terminated as of receipt of the Pay Off Amount; and (b) its agreement to the terms and provisions of this letter by returning to Lender at the address listed below a signed counterpart of this letter agreement.

October 21, 2015

Phoenix Energy Technologies, Inc.
Attn: Lisa Varga

The wiring instructions to be used for Lender are listed below. Please provide funds to our account by 1:00 pm of the proposed funding day.

Bank Name: Montecito Bank & Trust
Bank Address: 1010 State Street
Santa Barbara, CA 93101

Phone Number: 805.564.0260
Account Name: Agility Capital II
Account Number: [REDACTED]
ABA Routing Number: [REDACTED]

Special Instructions; please indicate: Phoenix Energy Loan Payoff.

This is the entire agreement between the parties with respect to the subject matter of this letter agreement. There are no other agreements or understandings, written or oral, express or implied.

Very truly yours,

Agility Capital II, LLC

By: 
Name: Daniel Corry
Its: Managing Partner

ACCEPTED and AGREED to as of this date:

Phoenix Energy Technologies, Inc.

By: 
Name: Lisa Varga
Its: Chief Executive Officer

Date: 10/22/2015

Cc: Jeff Wahba

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