

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEXAS CAPITAL BANK, NATIONAL ASSOCIATION		01/31/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	LIGNETICS OF THE WEB, INC.		
Street Address:	1075 E. SOUTH BOULDER RD.		
Internal Address:	SUITE 210		
City:	LOUISVILLE		
State/Country:	COLORADO		
Postal Code:	80027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4512956	OKANAGAN PELLET COMPANY	
Registration Number:	4014063	OKANAGAN PELLETS	
Registration Number:	3845599		
Registration Number:	3845598		
Registration Number:	3573432	CLEANFIRE	
CORRESPONDENCE DATA			
Fax Number:	8014153500		
<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:	(801)415-3000		
Email:	ipmail@djplaw.com		
Correspondent Name:	Sarah W. Matthews		
Address Line 1:	111 S. Main Street		
Address Line 2:	Suite 2400		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Sarah W. Matthews		
SIGNATURE:	/Sarah W. Matthews/		
DATE SIGNED:	01/31/2020		

OP \$140.00 4512956

Total Attachments: 5

source=Release of Intellectual Property Security Interest #page1.tif

source=Release of Intellectual Property Security Interest #page2.tif

source=Release of Intellectual Property Security Interest #page3.tif

source=Release of Intellectual Property Security Interest #page4.tif

source=Release of Intellectual Property Security Interest #page5.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of January 31, 2020 and granted by Texas Capital Bank, National Association (the “**Collateral Agent**”), a national banking association, as collateral agent for the secured parties under the Credit Agreement referred to below (the “**Secured Parties**”), in favor of Lignetics of the Web, Inc., a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

Reference is hereby made to that certain Amended and Restated Credit Agreement (as amended, restated, renewed, modified or extended, the “**Credit Agreement**”) dated as of May 10, 2017, by and among LIGNETICS INVESTMENT CORP., a Delaware corporation (“**Parent**”), LIGNETICS, INC., a Delaware corporation, successor by merger to TPEL Acquisition, Inc., a Delaware corporation (“**Lignetics**,” and Lignetics and Parent are each a “**Borrower**” and collectively, “**Borrowers**”), each of the Lenders under the Credit Agreement, and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, “**Administrative Agent**”), and L/C Issuer. Capitalized terms used herein shall, unless otherwise indicated, have the respective meanings set forth in the Credit Agreement.

WHEREAS, pursuant to that certain Credit Agreement, the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain February 14, 2018 Security Agreement by and among the Grantor and the Collateral Agent and (ii) that certain January 15, 2019 Security Agreement by and among the Grantor and the Collateral Agent (together, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Intellectual Property Collateral (as defined below);

WHEREAS, the Security Agreements were recorded with the United States Patent and Trademark Office at Reel 045355, Frame 0837 on February 16, 2018; at Reel 006273, Frame 0175 on February 16, 2018; and at Reel 006531, Frame 0826 on January 22, 2019; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Intellectual Property Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered,

including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 2 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto ("**Patents**");

(c) any and all domain names, including the domain names listed in Schedule 3 hereto ("**Domains**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives, at the sole cost of Grantor, all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association as Collateral Agent

By: *William Griffin*
Name: William Griffin
Title: Executive Vice President

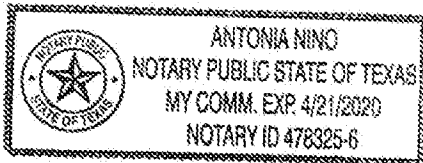
ACKNOWLEDGMENT

STATE OF Texas)
)SS.
COUNTY OF Harris)

On the 28 day of January, 2020, before me personally appeared William Griffin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Executive Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, the national banking association described, and acknowledged the instrument to be the free act and deed of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION for the uses and purposes mentioned in the instrument.

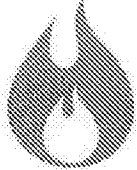
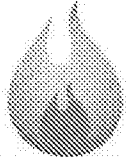

Antonia Nino
Notary Public
Printed Name: Antonia Nino

My Commission Expires:
04/21/2020



**SCHEDULE 1
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Reg. No.	Reg. Date	Owner
OKANAGAN PELLET COMPANY	US	4512956	Apr. 08, 2014	Lignetics of the Web, Inc.
OKANAGAN PELLETS	US	4014063	Aug. 16, 2011	Lignetics of the Web, Inc.
	US	3845599	Sep. 07, 2010	Lignetics of the Web, Inc.
	US	3845598	Sep. 07, 2010	Lignetics of the Web, Inc.
CLEANFIRE	US	3573432	Feb. 10, 2009	Lignetics of the Web, Inc.
OKANAGAN PELLETS	Canada	TMA776149		Lignetics of the Web, Inc.
	Common law	n/a	n/a	Lignetics of the Web, Inc.
WARM FRONT PREMIUM GRADE WOOD PELLETS	US	4738022	May 19, 2015	Lignetics of New England
GREEN SUPREME PREMIUM WOOD PELLETS	US	4738020	May 19, 2015	Lignetics of New England
NEW ENGLAND PREMIUM WOOD PELLETS	US	4738021	May 19, 2015	Lignetics of New England
NEW ENGLAND WOOD PELLET	US	4738041	May 19, 2015	Lignetics of New England
ALLEGHENY PELLET	Common law	n/a	n/a	Lignetics of New England
KEYSTONE PELLET	Common law	n/a	n/a	Lignetics of New England

**SCHEDULE 2
PATENTS**

Title	Jurisdiction	Patent No.	Issue Date	Owner
PELLET MILL	US	9132399B2	Sept. 15, 2015	Lignetics Of New England Inc.

**SCHEDULE 3
DOMAINS**

Name	Jurisdiction	Status	Expiration	Owner
Pelletheat.com	US	Active	2021-10-14	Lignetics
Greensupremewoodpellets.info	US	Active	2020-02-14	Lignetics of New England, Inc.