

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		02/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Array Technologies, Inc.		
Street Address:	3901 Midway Pl., NE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87109		
Entity Type:	Corporation: NEW MEXICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4609055	DURATRACK	
Registration Number:	4752865	DURARACK	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1653		
NAME OF SUBMITTER:	Scott Kareff (014951-1653)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	02/13/2020		
Total Attachments: 7			
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EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, pursuant to that certain Trademark Security Agreement, dated July 8, 2016, recorded in the United States Patent and Trademark Office at Reel 5832, Frame 0730, (the "Trademark Security Agreement") Array Technologies, Inc., a New Mexico corporation ("Releasee") granted to Jefferies Finance LLC, a Delaware limited liability company ("Assignor"), as collateral agent for itself and various other financial institutions, a security interest in all right, title and interest of Releasee in and to the trademark registrations and applications listed on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to that certain Assignment of Security Interest in Trademark Collateral, dated as of August 24 2018, recorded in the United States Patent and Trademark Office at Reel 6422, Frame 0217, Assignor assigned the security interest in and to the Trademarks to Cerberus Business Finance, LLC (the "Releasor").

WHEREAS, Releasee has requested, and Releasor wishes to provide, a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Trademarks.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

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

2. Release of Security Interest. Releasor, without representation, warranty or recourse, hereby releases, relinquishes, terminates, cancels and discharges its continuing security interest in the Collateral, including without limitation, its continuing security interest in the Trademarks. Releasor also hereby authorizes that this Release of Security Interest in Trademarks be recorded at the United States Patent and Trademark Office.

3. GOVERNING LAW. THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS 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 OF SECURITY INTEREST IN TRADEMARKS AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties have caused this Release of Security Interest in Trademarks to be duly executed as of February 7, 2020.

CERBERUS BUSINESS FINANCE, LLC

By: _____

Name: Daniel E. Wolf

Title: Chief Executive Officer

SCHEDULE A

See attached.

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL ("Assignment"), dated as of August 24, 2018, by Jefferies Finance LLC (the "Assignor"), for the benefit of Cerberus Business Finance, LLC, a Delaware limited liability company (the "Assignee").

RECITALS:

WHEREAS, pursuant to that certain Term Loan Credit and Guarantee Agreement dated as of June 23, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, including all exhibits and schedules thereto, the "Financing Agreement") among Array Technologies, Inc., a New Mexico corporation (the "Grantor"), certain of its affiliates, the lenders from time to time party thereto (the "Lenders"), and Assignor, the Lenders agreed to make term loans to the Grantor and its affiliates from time to time pursuant to the terms and conditions of the Financing Agreement;

WHEREAS, pursuant to the Financing Agreement, the Grantor was required to execute and deliver to Assignor, for the benefit of the Lenders, that certain Grant of Security Interest in United States Trademarks, dated as of July 8, 2016 (the "Trademark Security Agreement"), in favor of Assignor, which was recorded at the United States Patent and Trademark Office on July 11, 2016 at Reel/Frame No. 005832/0730; and

WHEREAS, pursuant to the Trademark Security Agreement and the Security Agreement (as defined in the Trademark Security Agreement), Grantor created a continuing security interest in favor of Assignor, for the benefit of the Secured Parties (as defined in the Security Agreement), in all of Grantor's right, title and interest in, to and under the Marks (as such term is defined in the Trademark Security Agreement), all Proceeds (as such term is defined in the Trademark Security Agreement) and products of the Marks, the goodwill of the businesses with which the Marks are associated and all causes of action for infringement of the Marks or unfair competition regarding the same, as specified in the Trademark Security Agreement, to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement), including without limitation the Marks set forth on Schedule I hereto (such security interest, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, without recourse, representation or warranty, does hereby convey, sell, assign, transfer and set over unto Assignee all of its right, title and interest in and to the Assigned Interest.

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IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

JEFFERIES FINANCE LLC

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK
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Acknowledged and Agreed:

CERBERUS BUSINESS FINANCE, LLC

By:

Name: Daniel E. Wolf

Title: Chief Executive Officer

[Signature Page to Assignment of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 006863 FRAME: 0125

**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

SCHEDULE I

TRADEMARKS

COUNTRY	MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
U.S.	DURATRACK	86/184,845	Registered	4,609,055	09/23/2014	Array Technologies, Inc.
U.S.	DURARACK	86/210,615	Registered	4,752,865	06/09/2015	Array Technologies, Inc.