

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		03/16/2020	National Banking Association: TEXAS
RECEIVING PARTY DATA			
Name:	Maxgen Energy Services Holdings Corporation		
Street Address:	1690 Scenic Avenue		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: DELAWARE		
Name:	Maxgen Energy Services Corporation		
Street Address:	1690 Scenic Avenue		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Corporation: DELAWARE		
Name:	Power Factors Holdings, LLC		
Street Address:	11611 San Vicente Blvd.		
Internal Address:	Suite 700		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Power Factors LLC		
Street Address:	80 East Sir Francis Drake Boulevard		
City:	Larkspur		
State/Country:	CALIFORNIA		
Postal Code:	94939		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			

CH \$90.00 4537408

Property Type	Number	Word Mark
Registration Number:	4537408	MAXGEN
Registration Number:	4969373	SOLARRUS
Registration Number:	4983908	TRUE SOUTH RENEWABLES

CORRESPONDENCE DATA

Fax Number:

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.

Email: stokesb@gtlaw.com

Correspondent Name: Bethany A. Stokes

Address Line 1: Greenberg Traurig, LLP

Address Line 2: One International Place, Suite 2000

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	164825-010100
NAME OF SUBMITTER:	Bethany A. Stokes
SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	04/20/2020

Total Attachments: 3

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY COLLATERAL**

This Termination and Release of Intellectual Property Security Agreement, (this “Release Agreement”), dated as of March 16, 2020, is made by **COMERICA BANK**, a Texas banking association (the “Bank”), in favor of **MAXGEN ENERGY SERVICES HOLDINGS CORPORATION**, a Delaware corporation, **MAXGEN ENERGY SERVICES CORPORATION**, a Delaware corporation, **POWER FACTORS HOLDINGS, LLC**, a Delaware limited liability company, and **POWER FACTORS LLC**, a Delaware limited liability (collectively, the “Grantors”).

WHEREAS, the Bank agreed to make certain advances of money and extend certain financial accommodations (the “Loans”) to Inexcon Technologies Inc., a Canadian corporation (the “Borrower”), pursuant to that certain Letter Agreement, dated as of February 27, 2017 (the “Letter Agreement”);

WHEREAS, pursuant to the Letter Agreement, the Grantors and the Bank entered into that certain Intellectual Property Security Agreement, dated as of February 27, 2017, recorded with the United States Patent and Trademark Office on March 7, 2017 at Reel 6002, Frame 0654 (the “Security Agreement”), whereby the Grantors granted the Bank a security interest in the Intellectual Property Collateral (as that term is defined in the Security Agreement), including the trademarks set forth on **Schedule A** attached hereto; and

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Bank has agreed to terminate and release its security interest and all of its right, title and interest in the Intellectual Property Collateral, as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby agrees as follows:

1. Release and Assignment. The Bank hereby discharges, terminates and releases its security interest in all of the Intellectual Property Collateral secured by the Credit Agreement or the Security Agreement, and the Bank hereby assigns and transfers to the Grantors, without recourse, all of the Bank’s right, title and interest in and to the Intellectual Property Collateral and the related registrations and goodwill, effective as of the date set forth above.

2. Further Assurances. The Bank hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors’ sole cost and expense.

[Signature Page Follows]

SCHEDULE A

<u>Mark</u>	<u>Prior Owner</u>	<u>Current Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
MAXGEN	MaxGen Energy Services, LLC	MaxGen Energy Services Corporation	U.S.	4537408	05/27/2014
SOLARRUS	Solarrus Corporation	MaxGen Energy Services Corporation	U.S.	4969373	05/31/2016
TRUE SOUTH RENEWABLES	True South Renewables, Inc.	MaxGen Energy Services Corporation	U.S.	4983908	06/21/2016