

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESCENT DIRECT LENDING, LLC		01/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CONTINENTAL BATTERY COMPANY		
Street Address:	4919 WOODALL STREET		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88787204	EVERMAX	
Serial Number:	88802047	BATTERY JOE	
Serial Number:	88802063	BATTERY JOE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	HIGM-149-003		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	01/21/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (“Release”) is executed as of January 20, 2021 (“Effective Date”), by CRESCENT DIRECT LENDING, LLC, as administrative agent (in such capacity, the “Administrative Agent”) under the Security Agreement (as defined below) for each of the Lenders (as defined in the Credit Agreement defined below), in favor of CONTINENTAL BATTERY COMPANY, a Texas corporation (the “Released Party”).

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of March 20, 2020 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Released Party, Administrative Agent the Lenders (as defined in the Credit Agreement) party thereto;

WHEREAS, in connection with the Credit Agreement, the Released Party executed and delivered that certain Guarantee and Collateral Agreement dated as of December 14, 2017 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Released Party and the Administrative Agent, in its capacity as administrative agent for the Lenders, executed that certain Trademark Security Agreement dated as of July 13, 2020 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Released Party granted to the Administrative Agent a continuing security interest in all of the Collateral (as such term is defined in the Trademark Security Agreement) to secure the payment of all Secured Obligations (as such term is defined in the Security Agreement) (such continuing security interest in all of the Trademark Collateral, the “Security Interest”);

WHEREAS, the Released Party has satisfied in full the terms of the Security Agreement and the Trademark Security Agreement and requests a release of the Security Interest; and

WHEREAS, the Administrative Agent, on behalf of itself and each of the Lender, now agrees to terminate and grant a release of the Security Interest in the Trademarks identified on Schedule A attached hereto as provided in this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and each of the Lenders hereby covenants and agrees as follows:

Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided in the Credit Agreement.

The Administrative Agent, on behalf of itself and each of the Lenders, hereby (a) terminates the Trademark Security Agreement, (b) terminates, releases, relinquishes and discharges, in its entirety, the Security Interest in each of the Trademarks identified on Schedule

A attached hereto, and (c) hereby assigns and transfers to the Released Party, without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest of any nature whatsoever in and to the Trademarks identified on Schedule A attached hereto, together, without limitation, with all associated common law rights and all goodwill of the business symbolized thereby, and all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, in each case, effective as of the date hereof.


The Administrative Agent, on behalf of itself and each of the Lenders, authorizes the USPTO and any other applicable governmental authority to record this Release and understands and agrees that this Release may be recorded by or for the Released Party with the USPTO or any similar office or agency within or outside the United States.


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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date set forth above.

Administrative Agent:

CRESCENT DIRECT LENDING, LLC

By: 
Name: Jonathan Cignetti
Title: Managing Director



By: 
Name: Jake Hixon
Title: Vice President

(Signature Page to Trademark Release)

TRADEMARK
REEL: 007166 FRAME: 0389

SCHEDULE A

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

Released Party	Mark	Application Number	Application Date	US Registration Number	Registration Date
Continental Battery Company		88/787,204	2/6/2020	N/A	N/A
Continental Battery Company	BATTERY JOE	88/802,047	2/19/2020	N/A	N/A
Continental Battery Company		88/802,063	2/19/2020	N/A	N/A