### 900603539 03/19/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM633157

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900596129

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HY Solutions, Inc.		02/09/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	FIRSTELEMENT FUEL INC.	
Street Address:	5151 California Avenue	
Internal Address:	Suite 220	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92617	
Entity Type:	Corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4928871	TRUE ZERO
Registration Number:	4999894	TRUE ZERO
Registration Number:	5694302	TRUE ZERO H35 H70 H2

## **CORRESPONDENCE DATA**

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Timothy D. Pecsenye (152263-00107 ND) **Correspondent Name:** 

One Logan Square Address Line 1:

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	152263-00107
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	03/19/2021

## **Total Attachments: 7**

source=IP Security Agreement Termination (Executed) (Mitsui-FEF)#page1.tif

source=IP Security Agreement Termination (Executed) (Mitsui-FEF)#page2.tif

source=IP Security Agreement Termination (Executed) (Mitsui-FEF)#page3.tif

source=non-recorded agreement#page1.tif

source=non-recorded agreement#page2.tif

source=non-recorded agreement#page3.tif

source=non-recorded agreement#page4.tif

## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of February 9, 2021, and made by HY SOLUTIONS, INC., a Delaware corporation, in its capacity as grantee under the below-defined Security Agreement ("Grantee") to FIRSTELEMENT FUEL INC., a California corporation, in its capacity as grantor under the below-defined Security Agreement ("Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of March 28, 2019, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 28, 2019, at Reel 6603 and Frame 0838; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions</u>. The term "Intellectual Property Collateral," as used herein, shall have the meaning set forth in the Security Agreement and shall mean and include all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto.
- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Agreement and terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Intellectual Property Collateral, including the trademarks listed on <u>Schedule A</u> hereto, and, all associated goodwill.
- 3. <u>Further Assurances</u>. Grantee hereby authorizes Grantor or an authorized representative of Grantor to record this Termination with the USPTO, and hereby requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.
- 4. Governing Law. The terms and provisions of this Termination shall be interpreted in accordance with the laws of the State of California.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

HY SOLUTIONS, INC.,

as Grantee

By: 1949 + All
Name: Daisake Yanagisawa
Title: Chief Firmance Officer

Signature Page to Termination of Intellectual Property Security Agreement

**TRADEMARK** 

REEL: 007225 FRAME: 0097

# Schedule A

Description	Serial Number	Registration Number
TRUE ZERO word	86533703	4928871
True Zero design and word	86684300	4999894
True Zero H35 H70 H2 Dispenser	87245731	5694302

# OP \$90.00 492887

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM625442

1	SUBMISSION TYPE:	NEW ASSIGNMENT
I	NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HY Solutions, Inc.		02/09/2021	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	First Element Fuel Inc.	
Street Address:	5151 California Avenue	
Internal Address:	Suite 220	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92617	
Entity Type:	Corporation: CALIFORNIA	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	4928871	TRUE ZERO	
Registration Number:	4999894	TRUE ZERO	
Registration Number:	5694302	TRUE ZERO H35 H70 H2	

## **CORRESPONDENCE DATA**

**Fax Number:** 2158325619

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.

**Phone:** 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye (152263-00107 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

SIGNATURE: /Timothy D. Pecsenye/	ATTORNEY DOCKET NUMBER:	152263-00107
	NAME OF SUBMITTER:	Timothy D. Pecsenye
<b>DATE SIGNED:</b> 02/09/2021	SIGNATURE:	/Timothy D. Pecsenye/
	DATE SIGNED:	02/09/2021

**Total Attachments: 3** 

## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of February 9, 2021, and made by HY SOLUTIONS, INC., a Delaware corporation, in its capacity as grantee under the below-defined Security Agreement ("Grantee") to FIRSTELEMENT FUEL INC., a California corporation, in its capacity as grantor under the below-defined Security Agreement ("Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of March 28, 2019, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 28, 2019, at Reel 6603 and Frame 0838; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions</u>. The term "Intellectual Property Collateral," as used herein, shall have the meaning set forth in the Security Agreement and shall mean and include all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on <u>Schedule A</u> hereto.
- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Agreement and terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the Intellectual Property Collateral, including the trademarks listed on <u>Schedule A</u> hereto, and, all associated goodwill.
- 3. <u>Further Assurances</u>. Grantee hereby authorizes Grantor or an authorized representative of Grantor to record this Termination with the USPTO, and hereby requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.
- 4. Governing Law. The terms and provisions of this Termination shall be interpreted in accordance with the laws of the State of California.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

HY SOLUTIONS, INC.,

as Grantee

By: 1949 + All
Name: Daisake Yanagisawa
Title: Chief Firmance Officer

Signature Page to Termination of Intellectual Property Security Agreement

# Schedule A

Description	Serial Number	Registration Number
TRUE ZERO word	86533703	4928871
True Zero design and word	86684300	4999894
True Zero H35 H70 H2 Dispenser	87245731	5694302

TRADEMARK REEL: 007225 FRAME: 0102

**RECORDED: 02/09/2021**