

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE TORCH FINANCE LLC		05/21/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SMART WIRES INC.		
Street Address:	3292 WHIPPLE ROAD		
City:	UNION CITY		
State/Country:	CALIFORNIA		
Postal Code:	94587		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4907075	POWERLINE GUARDIAN	
Serial Number:	88307861	SMART WIRES REIMAGINE THE GRID	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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)455-3605		
Email:	ksolomon@stblaw.com		
Correspondent Name:	GENEVIEVE DORMENT, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003904/0003		
NAME OF SUBMITTER:	GENEVIEVE DORMENT		
SIGNATURE:	/GD/		
DATE SIGNED:	05/28/2021		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of May 21, 2021 (this “Release”), is made by BLUE TORCH FINANCE LLC, a Delaware limited liability company (the “Collateral Agent”), under that certain Trademark Security Agreement, dated as of June 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between SMART WIRES INC., a Delaware corporation (the “Grantor”) and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on June 22, 2020 at reel 6975, frame 0828, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the trademarks set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of May 21, 2021, by and between the Grantor and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Liens on and security interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral, and (d) hereby re-transfers, re-conveys and re-assigns any right, title or interest in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to the Grantor. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent’s security interests in the Trademark Collateral.

The Collateral Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

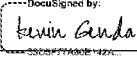
Section 6 of the Trademark Security Agreement is incorporated herein by reference, mutatis mutandis.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

BLUE TORCH FINANCE LLC,
as Administrative Agent and Collateral Agent

By: Blue Torch Capital LP, a Delaware limited partnership
Its: Managing Member

By:  _____
Name: Kevin Genda
Title: CEO

SCHEDULE I

Trademark Collateral

1. REGISTERED TRADEMARKS

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
POWERLINE GUARDIAN	86/415858	4907075	Registered	Smart Wires Inc.

2. TRADEMARK APPLICATIONS

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
SMART WIRES REIMAGINE THE GRID & DESIGN	88/307861		Pending	Smart Wires Inc.