

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/01/2021	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	BER Energy Services, LLC		
Street Address:	495 South High Street		
Internal Address:	Suite 50		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85666359	B U I L D E R S ENERGY RATER	
Serial Number:	85666356	BUILDERS ENERGY RATER	
Serial Number:	85723233	CE3	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126834120		
Email:	luis.rodriguez@unitedcorporate.com		
Correspondent Name:	Doris Ka		
Address Line 1:	32 Old Slip		
Address Line 2:	c/o Cahill Gordon & Reindel llp		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	09/02/2021		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of September 1, 2021 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Term Administrative Agent and Term Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Term Collateral Agreement, dated as of April 13, 2017, by and among Royal Bank of Canada, as Term Collateral Agent, the Grantor and certain other parties thereto (as supplemented pursuant to that certain Resignation and Assignment Agreement, dated as of December 17, 2019, by and among Royal Bank of Canada, as Existing Term Administrative Agent, Bank of America, N.A., as Successor Term Administrative Agent and the other parties thereto, and as otherwise amended, amended and restated, or modified from time to time, the “Collateral Agreement”), the Grantor granted to the Agent, in its capacity as Term Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of April 13, 2017 (as supplemented by that certain Notice of Succession of Agency, dated as of December 17, 2019, by and among Royal Bank of Canada, as Prior Agent, Bank of America, N.A., as Successor Agent and the other parties thereto, the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 13, 2017 at Reel/Frame 6034/0721;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, dated as of the date hereof, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule I attached hereto (the “Released Trademark Collateral”), arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Collateral Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Collateral Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other

collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and 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), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Term Collateral Agent

By: Cindy Jordan

Name: Cindy Jordan

Title: AVP

GRANTOR:

BER ENERGY SERVICES, LLC

By: 

Name: **Michael T. Miller**

Title: **Executive Vice President and CFO**

[IBP - Partial Release of Trademarks]

TRADEMARK
REEL: 007411 FRAME: 0763

SCHEDULE I

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	BER Energy Services, LLC	B U I L D E R S ENERGY RATER & Design	85666359	07/01/2012	4483382	02/18/2014
2.	BER Energy Services, LLC	BUILDERS ENERGY RATER	85666356	07/01/2012	4483381	02/18/2014
3.	BER Energy Services, LLC	CE3 & Design	85723233	09/07/2012	4331706	05/07/2013