

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM713154

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Royal Bank of Canada, as administrative agent		03/04/2022	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pantone Projects, Inc.		
<b>Street Address:</b>	85 Walpole Street		
<b>Internal Address:</b>	Floor 3		
<b>City:</b>	Walpole		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02081		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6324387	ENERPLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>			
<b>Phone:</b>	2123108000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Kaitlin Bond		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	Kaitlin Bond - 77555.0003		
<b>NAME OF SUBMITTER:</b>	Kaitlin Bond		
<b>SIGNATURE:</b>	/Kaitlin Bond/		
<b>DATE SIGNED:</b>	03/08/2022		
<b>Total Attachments: 4</b>			
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**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL dated March 4, 2022 by Royal Bank of Canada, as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the “Administrative Agent”), in connection with the grant of security interests in certain trademarks by Pantone Projects, Inc., a Delaware corporation (the “Grantor”), in favor of the Administrative Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Pledge and Security Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Loan Parties party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent were parties to a certain Intellectual Property Security Agreement, dated September 10, 2021, entered in to by the Grantor and other Loan Parties thereto in favor of the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, among other things, the Specified Trademarks Collateral (as defined below);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on September 14, 2021 at Reel 7420, Frame 0727;

WHEREAS, the Grantor has requested that the Administrative Agent terminate and release the entirety of its Liens on and security interests solely in the Specified Trademarks Collateral;

WHEREAS, all rights and interests in the Specified Trademarks Collateral will revert to the Grantor upon the recordation of this Release with the USPTO; and

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


1. Definitions. The term “Specified Trademarks Collateral”, as used herein, means (a) the Trademark registrations and registration applications in the USPTO listed on Schedule A hereto (the “Specified Trademarks”) and (b) all proceeds of the foregoing.
2. Release of Security Interest.  
The Administrative Agent hereby (a) terminates, cancels, releases and discharges all of its Liens on and security interests in the Specified Trademarks Collateral, without any representation, warranty, recourse or undertaking by the Administrative Agent and (b) reassigns any of its right, title and interest, if any, in and to the Specified Trademarks Collateral to the Grantor, including:

- (i) The trademark registration, and all of the goodwill of the business connected with the use of, and symbolized by, the Specified Trademarks Collateral and all extensions and renewals thereof; and
  - (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of the Specified Trademarks Collateral listed in Schedule A attached hereto with a copy of the subject trademark registration, or by reason of injury to the goodwill associated with the Specified Trademarks Collateral, together with the right but no obligation to sue for and collect, or otherwise recover, said damages.
3. Further Assurances. The Administrative Agent hereby authorizes the Grantor or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Release.
4. No Waiver, Consent or Amendment. This Release shall not be construed as a release of any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Specified Trademarks Collateral to the Grantor.
5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
6. Miscellaneous. SECTION 7.17, SECTION 7.18, SECTION 7.20 AND ARTICLE 9 OF THE SECURITY AGREEMENT ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, Administrative Agent has caused this Partial Release of Security Interest in Trademark Collateral to be duly executed by its duly authorized officer as of the day and year first above written.

ROYAL BANK OF CANADA, as Collateral  
Agent

By:  \_\_\_\_\_

Name: Susan Khokher  
Title: Manager, Agency

[Signature Page]

**SCHEDULE A**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>REGISTRANT</b>	<b>COUNTRY</b>	<b>MARK</b>	<b>APP. NO.</b>	<b>APPL. DATE</b>	<b>REG.No.</b>	<b>REG. DATE</b>
Pantone Projects, Inc.	U.S.	<b>ENERPLEX</b>	90044030	9-Sep-2020	6324387	13-Apr- 2021