OP \$40.00 87621495

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM749990

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		08/18/2022	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	J-W Power Company	
Street Address:	16479 N. Dallas Parkway, Suite 850	
Internal Address:	LB-8	
City:	Addison	
State/Country:	TEXAS	
Postal Code:	75001	
Entity Type:	Corporation: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87621495	POWERFILL

CORRESPONDENCE DATA

Fax Number: 2142207716

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: 2146617347

Email: sspainhour@velaw.com
Correspondent Name: Shannon Spainhour

Address Line 1: 2001 Ross Avenue, Suite 3900 Address Line 2: c/o Vinson & Elkins L.L.P.

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Shannon Spainhour	
SIGNATURE:	/Shannon Spainhour/	
DATE SIGNED:	08/19/2022	

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of August 18, 2022 ("<u>Release</u>"), is made by Wells Fargo Bank, National Association, as Administrative Agent ("<u>Agent</u>") in favor of J-W Power Company, a Texas corporation ("<u>Grantor</u>).

- **WHEREAS,** Agent, Grantor, and certain other Lenders have entered into that certain Amended and Restated Credit Agreement, dated as of June 5, 2018 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement");
- **WHEREAS,** pursuant to that certain Amended and Restated Intellectual Property Security Agreement, dated as of June 5, 2018, by and between Agent and Grantor (the "IP Security Agreement"), Grantor granted to Agent, to secure its obligations under the Credit Agreement, a security interest in all right, title and interest of Grantor in and to all intellectual property; and
- **WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") at Patent Reel 045993 Frame 0183 on June 5, 2018 and Trademark Reel 6397 Frame 0495 on June 5, 2018.
- **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Agent, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Credit Agreement) in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Patents and Trademarks listed on <u>Schedule A</u> attached hereto); and
- (b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP security agreement or otherwise (including, but not limited to the Patents and Trademarks listed on <u>Schedule A</u> attached hereto); and
- (c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Texas.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Michael G Janak Title: Managing Director

Schedule A

Patents:

Name of Grantor	Title	Issue Date	Patent Number
J-W Power Company	"CNG Fueling System"	1/31/2013	U.S. Nonprovisional Utility Patent Application No. 13/756,092
J-W Power Company	"CNG Fueling System"	1/31/2013	PCT International Patent Application No. PCT/US2013/024156
J-W Power Company	"CNG Fueling System"	9/19/2017	U.S. Utility Patent No. US 9,765,930 B2, Attorney Docket No. 0003-00004

Patent Applications:

Name of Grantor	Title	Issue Date	Patent Number
J-W Power Company	"CNG Fueling System" (continuation in part)	9/19/2017	U.S. Nonprovisional Utility Patent Application No. 15/709,084, Attorney Docket No. 0003- 00004-CIP
J-W Power Company	"Enhanced Storage System"	8/13/16	U.S. Nonprovisional Utility Patent Application No. 15/236,397, Attorney Docket No. 0003-00042
J-W Power Company	"Flow Control System"	8/6/16	U.S. Nonprovisional Utility Patent Application No. 15/257,869, Attorney Docket No. 0003-00044
J-W Power Company	"System and Method for Priority CNG Filing"	12/13/17	U.S. Provisional Utility Patent Application No. 62/598,421, Attorney Docket No. 0003- 00253-P

Trademarks:

Name of Grantor	Trademark	Registration Date	Registration Number
None			

<u>Trademark Applications</u>:

Name of Grantor	Trademark	Registration Date	Registration Number
J-W Power Company	Powerfiil	9/25/17	Application No. 87621495, Attorney Docket No. 003-00230

TRADEMARK REEL: 007827 FRAME: 0060

RECORDED: 08/19/2022