

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM771199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMERSON COLLECTIVE INVESTMENTS, LLC		12/01/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENGINUITY POWER SYSTEMS, INC., formerly known as Warren Engine Company, Inc.		
<b>Street Address:</b>	730 S. Washington Street		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88004424	BE YOUR OWN UTILITY	
<b>Serial Number:</b>	87682325	ENGINUITY POWER SYSTEMS	
<b>Serial Number:</b>	86910576	SIMPLY EFFICIENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159472099		
<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>	4159472169		
<b>Email:</b>	qluflood@wsgr.com		
<b>Correspondent Name:</b>	Wilson Sonsini Goodrich & Rosati, P.C.		
<b>Address Line 1:</b>	One Market Plaza, Spear Tower, Suite 330		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	46733.368		
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood		
<b>SIGNATURE:</b>	/Qui Lu Flood/		
<b>DATE SIGNED:</b>	12/01/2022		
<b>Total Attachments: 4</b>			
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**TERMINATION AND RELEASE OF**  
**GRANT OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Termination**”), dated as of December 1, 2022, is executed by EMERSON COLLECTIVE INVESTMENTS, LLC (“**Secured Party**”), and in favor of ENGINUITY POWER SYSTEMS, INC., a Delaware corporation formerly known as Warren Engine Company, Inc., a Virginia corporation (“**Grantor**”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreements (defined below).

RECITALS

A. Pursuant to that certain Grant of Security Interest in Trademarks, dated as of September 28, 2017 (“**2017 Security Agreement**”), as amended and restated by that certain Amended and Restated Grant of Security Interest in Trademarks, dated as of July 17, 2019 (“**2019 Security Agreement**”, and together with 2017 Security Agreement, the “**Security Agreements**”), executed by Grantor in favor of Secured Party, Grantor granted to Secured Party a security interest in the Trademark Collateral (defined below).

B. The 2017 Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 22, 2018, at Reel 6253 and Frame 0680, to evidence the security interest granted under the 2017 Security Agreement.

C. The 2019 Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 18, 2019, at Reel 6697 and Frame 0259, to evidence the security interest granted under the 2019 Security Agreement.

D. On March 25, 2020, Warren Engine Company, Inc. filed a Certificate of Conversion with the Secretary of State of the State of Delaware, converting itself from the Virginia entity, Warren Engine Company, Inc., to the Delaware entity, Enginuity Power Systems, Inc.

D. Documents related to Grantor’s entity conversion were submitted for recordation with the Trademark Division of the United States Patent and Trademark Office on November 17, 2022.

F. Secured Party agrees to terminate and release its security interest in the Trademark Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

(a) Secured Party expressly terminates and releases all of Secured Party’s right, title and interest in pursuant to the Security Agreements, to and under the following (collectively, the “**Trademark Collateral**”):

(i) all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof (now or hereafter due or payable), including any and all causes of action which may exist or arise from time to time by reason of infringement thereof for the full term of the Trademarks (including without limitation those trademarks listed on Exhibit A hereto).

(b) Secured Party represents and warrants that it has the full power and authority to execute this Termination.

(c) Secured Party authorizes and requests the Trademark Division of the United States Patent and Trademark Office to record this Termination.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

**EMERSON COLLECTIVE INVESTMENTS, LLC**

DocuSigned by:

*Steve McDermid*

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Name: **Steve McDermid**

Title: **Authorized Signatory**

**EXHIBIT A****Trademarks and Trademark Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
BE YOUR OWN UTILITY	88004424	06/18/2018	-	-
ENGINUITY POWER SYSTEMS	87682325	11/13/2017	6895416	11/08/2022
SIMPLY EFFICIENT	86910576	02/17/2016	-	-