

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TECUM CAPITAL PARTNERS II, L.P.		01/06/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	NATIONAL POWER, LLC		
Street Address:	4541 Preslyn Drive		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27616		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5832443	SMARTER, NONSTOP POWER	
Registration Number:	5605688	N	
Registration Number:	4943942	NATIONAL POWER	
Registration Number:	4726836	NPC	
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>		
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	01/13/2023		
Total Attachments: 4			
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OP \$115.00 5832443

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”), dated as of January 6, 2023, is made by TECUM CAPITAL PARTNERS II, L.P., a Delaware limited partnership, as Agent for the Lenders under the Credit Agreement referred to below (together with its successors and assigns in such capacity, the “Secured Party”), under that certain Trademark Security Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and between NATIONAL POWER, LLC, a North Carolina limited liability company (the “Grantor”), and the Secured Party.

W I T N E S S E T H:

WHEREAS, reference is hereby made to that certain Term Loan Agreement, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among NatPow Holdings, LLC, a Delaware limited liability company, the Grantor, the Lenders from time to time party thereto and the Secured Party;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of December 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Secured Party;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in all its right, title and interest in certain intellectual property, including the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 1, 2019 at Reel 006682, Frame 0796; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Release and Termination of Security Interest. The Secured Party hereby terminates, cancels, extinguishes, discharges and releases in its entirety, for the benefit of the Grantor all liens and security interests created under the Security Agreement and the Trademark Security Agreement in the Trademark Collateral (as defined in the Trademark Security Agreement) (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by the Grantor (including under any trade name or derivations thereof).

SECTION 3. Purpose. This Release has been executed and delivered by the Secured Party for the purpose of authorizing and requesting that the Register of Trademarks and Patents of the United

States of America or its delegate record this Release against the Trademark Collateral. The security interest granted under the Trademark Security Agreement and hereby released and terminated was granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Miscellaneous. This Release shall be construed in accordance with and governed by the law of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction. This Release may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Release by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof, to the extent and as provided for in any applicable law, including any state laws based on the Uniform Electronic Transactions Act.

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TECUM CAPITAL PARTNERS II, L.P.,
as Secured Party

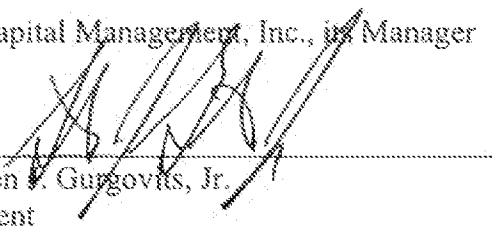
By: Tecum Capital Partners II, LLC, its General
Partner

By: Tecum Capital Management, Inc., its Manager

By: _____

Name: Stephen F. Gurgovits, Jr.

Title: President



[Signature Page to Trademark Release]

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SMARTER, NONSTOP POWER	88231596	December 17, 2018	5832443	August 13, 2019
N	87833286	March 14, 2018	5605688	November 13, 2018
NATIONAL POWER CORPORATION	86372999	August 21, 2014	4943942	April 26, 2016
NPC	86373008	August 21, 2014	4726836	April 28, 2015