

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Assignment of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Annaly Middle Market Lending LLC, as Resigning Collateral Agent		04/24/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Successor Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4712212	WASTEX	
<b>Registration Number:</b>	4531082	THE UTILITY EXPERTS	
<b>Registration Number:</b>	4161327	ILUMINAR ENERGY	
<b>Registration Number:</b>	2654579	CONSERVICE	
<b>Registration Number:</b>	4667699	INVOICE SMART	
<b>Registration Number:</b>	4667698	DIVERGENT BILLING	
<b>Registration Number:</b>	5574988	COMPASS AI	
<b>Registration Number:</b>	4107911	METER SMART	
<b>Registration Number:</b>	4880299	CAPTURIS AN NISC COMPANY	
<b>Registration Number:</b>	4870347	FIRST DUE, FIRST THROUGH	
<b>Registration Number:</b>	4884806	CAPTURING THE DATA THAT DRIVES EFFICIENC	
<b>Registration Number:</b>	4884807	JUST-IN-TIME FUNDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		

OP \$315.00 4712212

**Address Line 1:** 355 SOUTH GRAND AVENUE  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90071-1560

**ATTORNEY DOCKET NUMBER:** 040896-0211

**NAME OF SUBMITTER:** Rhonda DeLeon

**SIGNATURE:** /Rhonda DeLeon/

**DATE SIGNED:** 04/24/2023

**Total Attachments: 6**

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NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

April 24, 2023

Reference is made to (i) that certain Second Lien Credit Agreement, dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among CONSERVIVE MIDCO, LLC, a Delaware limited liability company (the “Borrower”), CONSERVIVE PARENT, LLC, a Delaware limited liability company (“Holdings”), the lenders party thereto from time to time (the “Lenders”) and Annaly Middle Market Lending LLC (“Annaly”) as administrative agent for the Lenders described therein (in such capacity, the “Administrative Agent”) and as collateral agent for the Secured Parties described therein (in such capacity, the “Collateral Agent”); (ii) that certain Second Lien Security Agreement, dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other grantors from time to time party thereto, and Annaly, as Collateral Agent; and (iii) that certain Second Lien Intellectual Property Security Agreement, dated as of May 13, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2020 IP Security Agreement”), by and among Conservice, LLC, a Utah limited liability company and Annaly, as Collateral Agent; (iv) that certain Second Lien Intellectual Property Security Agreement, dated as of January 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2021 IP Security Agreement”, and together with the 2020 IP Security Agreement, each an “IP Security Agreement” and collectively, the “IP Security Agreements”), by and among Utility Smart, LLC, a Delaware limited liability company and CCS – Capturis, LLC (f/k/a NISC UBP, LLC), a North Dakota limited liability company and Annaly, as Collateral Agent. Capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement.

WHEREAS, pursuant to the Security Agreement and (as applicable) each of the IP Security Agreements, each of the grantors party thereto granted to the Collateral Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such grantor’s right, title and interest in certain Collateral (as defined in the 2020 IP Security Agreement and the 2021 IP Security Agreement, as applicable), without limitation, Collateral set forth on Schedule A attached hereto (collectively, the “IP Collateral”);

WHEREAS, the 2020 IP Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on May 13, 2020 at Reel/Frame 6937/0631 and Reel/Frame 2648/0173 and the 2021 IP Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on January 27, 2021 at Reel/Frame 7170/0836;

WHEREAS, Annaly, as resigning Administrative Agent and as resigning Collateral Agent (the “Resigning Collateral Agent”), ARES CAPITAL CORPORATION (“Ares”), as successor Administrative Agent and as successor Collateral Agent (the “Successor Collateral Agent”), the Borrower, Holdings and the Lenders party thereto are parties to that certain Agency Assignment Agreement, dated as of August 2, 2022 (the “Agency Assignment Agreement”), pursuant to which (i) Annaly resigned as Administrative Agent and as Collateral Agent under the Credit Agreement and each of the other Loan Documents, (ii) the Consenting Lenders appointed Ares as the successor Administrative Agent and as the successor Collateral Agent under the Credit Agreement and the

other Loan Documents, and (iii) the Borrower consented to such appointment and Ares accepted such appointment; and

WHEREAS, the Resigning Collateral Agent and the Successor Collateral Agent have agreed to execute this Notice of Assignment of Security Interest in Intellectual Property (this “Notice”) to evidence the assignment of the Resigning Collateral Agent’s security interest in the IP Collateral for recordation with the USPTO.

NOW, THEREFORE, in accordance with the terms of the Agency Assignment Agreement and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Collateral Agent and the Successor Collateral Agent hereby agree as follows:

The effective date of this Notice shall be April 24, 2023 (the “Effective Date”).

Pursuant to the Agency Assignment Agreement, as of the Effective Date, (a) Ares has succeeded to (by way of assignment) and will be vested with the rights, powers, privileges, discretions, indemnities, immunities, obligations and interests of Collateral Agent under each of the IP Security Agreements other than the Retained Rights (as defined in the Agency Assignment Agreement) (collectively, the “IP Collateral Agency Rights”), including with respect to all of the Collateral Agent’s rights and interests as the secured party, on behalf of the Secured Parties, with respect to the IP Collateral and as the holder of any Lien therein and all rights under the IP Security Agreements, and (b) Annaly, in its capacity as Resigning Collateral Agent, assigns to the Successor Collateral Agent all of Annaly’s rights, title, interest, duties and obligations in all of the IP Collateral Agency Rights (it being understood that Annaly shall continue to enjoy the Retained Rights), in each case, without any recourse, representations or warranties of any kind or nature.

From and after the Effective Date, each of the undersigned agrees (a) each reference in each IP Security Agreement to “Collateral Agent” shall mean and be a reference to Ares, in its capacity as Successor Collateral Agent, (b) Ares becomes vested with all of the rights, duties, obligations and other interests of the Collateral Agent under the Security Agreement and each IP Security Agreement, except to the extent otherwise expressly provided in the Agency Assignment Agreement, and (c) Annaly is discharged from its rights, duties, obligations and other interests as Collateral Agent under the Security Agreement and each IP Security Agreement, except to the extent otherwise expressly provided in the Agency Assignment Agreement.

This Notice is to provide notice of the assignment of the IP Collateral Agency Rights effected pursuant to the Agency Assignment Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agency Assignment Agreement.

Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the IP Collateral originally granted to the Resigning Collateral Agent under the IP Security Agreements.

This Notice may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Any signature to this Notice may be delivered by facsimile, electronic

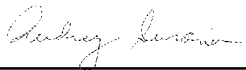
mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Notice.

THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

**ANNALY MIDDLE MARKET LENDING LLC,**  
as Resigning Collateral Agent

By:   
Name: Audrey Susanin  
Title: Authorized Signatory

**ARES CAPITAL CORPORATION**, as Successor  
Collateral Agent

By: *Dipika Chanana*  
Name: Dipika Chanana  
Title: Vice President

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**PATENTS**

<b><u>Owner</u></b>	<b><u>Patent Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Registration</u></b>
Conservice, LLC	Systems and methods allowing multi-family property owners to consolidate retail electric provider charges with landlord provided utilities and services	US 9,870,597	1/16/18

**TRADEMARKS**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Registration</u></b>
Conservice, LLC	WasteX	86367338	4712212	3/31/15
Conservice, LLC	The Utility Experts	85960143	4531082	5/13/14
Conservice, LLC	Iluminar Energy	85461247	4161327	6/19/12
Conservice, LLC	Conservice	78104649	2654579	11/26/02
Utility Smart, LLC	Invoice Smart	86333310	4667699	1/6/15
Utility Smart, LLC	Divergent Billing	86333193	4667698	1/6/15
Utility Smart, LLC	Compass AI	87800313	5574988	10/2/18
Utility Smart, LLC	Meter Smart	85309164	4107911	3/6/12
NISC UB, LLC	Capturis an NISC Company and Design	86616966	4880299	1/5/16
NISC UB, LLC	First Due, First Through	86617074	4870347	12/15/15
NISC UB, LLC	Capturing the Data That Drives Efficiency	86617076	4,884,806	1/12/16
NISC UB, LLC	Just-In-Time-Funding	86617084	4884807	1/12/16