

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank		05/31/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SPATCO ENERGY SOLUTIONS, LLC		
Street Address:	8303 UNIVERSITY EXECUTIVE PARK DR., SUITE 400		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3836839	SPATCO	
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>			
Phone:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	06/01/2023		
Total Attachments: 4			
source=SPATCO - Truist Payoff - Termination and Release of Trademark Security Agreement 5.31.23 [Executed]#page1.tif			
source=SPATCO - Truist Payoff - Termination and Release of Trademark Security Agreement 5.31.23 [Executed]#page2.tif			
source=SPATCO - Truist Payoff - Termination and Release of Trademark Security Agreement 5.31.23			

CH \$40.00 3836839

[Executed]#page3.tif

source=SPATCO - Truist Payoff - Termination and Release of Trademark Security Agreement 5.31.23

[Executed]#page4.tif

Termination and Release of Trademark Security Agreement

This Termination and Release of Trademark Security Agreement (this “Release”) is made as of May 31, 2023, by TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties and for the banks and other financial institutions (the “Lenders”) from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of July 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by among SPATCO ENERGY SOLUTIONS, LLC, a Delaware limited liability company (the “Debtor”), the lenders from time to time party thereto and Administrative Agent.

WITNESSETH:

WHEREAS, the Debtor entered into the Guaranty and Security Agreement, dated as of July 16, 2021, with the other grantors party thereto and Administrative Agent (the “Guaranty and Security Agreement”), and the Debtor entered into the Trademark Security Agreement, dated as of July 16, 2021, with Administrative Agent (the “Trademark Security Agreement”), which was recorded on July 19, 2021 with the United States Patent and Trademark Office (the “USPTO”) at Reel 7358, Frame 0014.

WHEREAS, under the terms of the Guaranty and Security Agreement and the Trademark Security Agreement, the Debtor mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including the trademarks listed on Schedule A attached hereto.

WHEREAS, the Debtor has requested, and Administrative Agent has agreed to provide, a document suitable for recording in the USPTO for purposes of evidencing the release, relinquishment, discharge and termination of Administrative Agent’s Lien on and security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Administrative Agent agrees as follows:

(1) Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or the Trademark Security Agreement, as applicable.

(2) Termination and Release. Administrative Agent hereby, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), releases, relinquishes and discharges its continuing security interest in the Trademark Collateral, including:

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Existing Lender of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

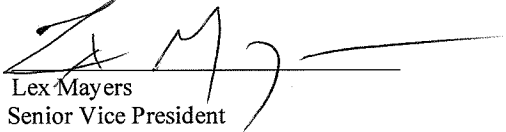
(iv) all income, royalties, proceeds and liabilities at any time due or payable under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(3) Further Assurances. Administrative Agent agree to take all further actions, and provide to the Borrower and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

TRUIST BANK,
as Administrative Agent

By: 
Name: Lex Mayers
Title: Senior Vice President

Schedule A

Trademark Registrations

REGISTERED TRADEMARK

<u>Loan Party</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>If Foreign Trademark, What Country?</u>
SPATCO Energy Solutions, LLC	SPATCO	77792112	July 29, 2009	3836839	August 24, 2010	N/A