

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent		08/01/2023	State-Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	SES-R1, LLC		
Street Address:	2101 Cedar Springs Road		
Internal Address:	Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3433940	RESOURCE - ONE	
CORRESPONDENCE DATA			
Fax Number:	2026261700		
<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:	202-879-3825		
Email:	mmcknelly@jonesday.com		
Correspondent Name:	Megan McKnelly, Jones Day		
Address Line 1:	51 Louisiana Avenue NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Megan McKnelly		
SIGNATURE:	/Megan McKnelly/		
DATE SIGNED:	08/02/2023		
Total Attachments: 5			
source=02. GS_SES - Release of Security Interest in Trademarks Executed#page1.tif			
source=02. GS_SES - Release of Security Interest in Trademarks Executed#page2.tif			
source=02. GS_SES - Release of Security Interest in Trademarks Executed#page3.tif			

CH \$40.00 3433940

source=02. GS_SES - Release of Security Interest in Trademarks Executed#page4.tif

source=02. GS_SES - Release of Security Interest in Trademarks Executed#page5.tif

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), dated as of August 1, 2023, is made by GOLDMAN SACHS BANK USA, as Administrative Agent and Collateral Agent (the “Agent”) in favor of SES-R1, LLC, a Delaware limited liability company (the “Grantor”).

RECITALS:

WHEREAS, SES Holding, LLC, a Delaware limited liability company, the Grantor, the guarantors from time to time party thereto, the lenders party thereto from time to time and the Agent, as Administrative Agent, Collateral Agent, Lead Arranger, Syndication Agent and Documentation Agent, are parties to that certain Credit and Guaranty Agreement, dated as of June 12, 2017 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor and the Agent are parties to that certain Pledge and Security Agreement, dated as of June 12, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors named therein and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, the Collateral, including the Trademark set forth on Schedule A attached hereto (the “US Trademark Collateral”);

WHEREAS, in connection with the Security Agreement, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of January 27, 2020, which was recorded with the United States Patent and Trademark Office (“USPTO”) on March 6, 2020 at Reel 6884, Frame 0569 (the “Trademark Security Agreement”); and

WHEREAS, pursuant to the Payoff Letter dated as of August 1, 2023, from the Agent to the Grantor and other parties named therein (“Payoff Letter”), the Agent has agreed to terminate and release the security interest in the US Trademark Collateral that was granted to the Agent pursuant to the Security Agreement and/or the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the US Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.
2. Release of Security Interest. The Agent hereby transfers, conveys and releases to the Grantor its security interest in, general lien upon and/or right of set-off against all right, title and interest of the Grantor in and to the US Trademark Collateral, in each case that was granted to the Agent pursuant to the Security Agreement and/or the Trademark Security Agreement.

3. Recordation. This Release has been executed and delivered by the Agent for the purpose of recording with the USPTO as contemplated by the Payoff Letter.

4. No Recourse. The Agent's execution and/or delivery of this Release is made without recourse, representation, warranty or other assurance of any kind.

5. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

6. JURY TRIAL WAIVER. THE GRANTOR HEREBY AGREES TO WAIVE AND HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE CREDIT DOCUMENTS, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

7. Counterparts. Delivery of an executed counterpart of a signature page of this Release by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Release.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

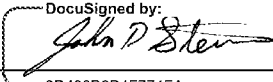
IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed and delivered by their duly authorized officers as of the date first set forth above.

GOLDMAN SACHS BANK USA
as Agent

By: 
Name: Justin Betzen
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed and delivered by their duly authorized officers as of the date first set forth above.

SES-R1, LLC

By:  _____
Name: John Stevens
Title: Chief Executive Officer

SCHEDULE A
TRADEMARK

Grantor	TRADEMARK	Country	Ser. No.	Filing Date	Reg. No.	Reg. Date
SES-R1, LLC	RESOURCE - ONE	USA	77087655	1/22/2007	3433940	5/27/2008