

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		10/02/2023	Commercial Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Power & Energy International Limited		
Street Address:	Hambridge Road, Newbury		
City:	Berkshire		
State/Country:	UNITED KINGDOM		
Postal Code:	RG14 5TR		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5225735	AIRPEL	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	212 373 3239		
Email:	cmeredithgoujon@paulweiss.com, amtang@paulweiss.com, kshmorhun@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	023009-00002		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		
SIGNATURE:	/Claudine Meredith-Goujon/		
DATE SIGNED:	10/06/2023		
Total Attachments: 5			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of October 2, 2023 (the “Effective Date”), is made by BNP PARIBAS, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Collateral Agreement (Second Lien), dated as of March 30, 2020, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 4, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 8, 2021 at Reel/Frame 7158/0641;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule 1 attached hereto (the “Released Trademark Collateral”), arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes the Grantor or the Grantor’s authorized representative to (i) record this Release with the U.S. Patent and Trademark Office, and/or (ii) otherwise record or file this Release in the applicable governmental office or agency.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BNP PARIBAS, as Collateral Agent

Brock T. Harris

By: _____

Name: Brock Harris

Title: Managing Director

WJM

By: _____

Name: William Martin

Title: Vice President

ACKNOWLEDGED AND AGREED AS OF THE EFFECTIVE DATE:

**POWER & ENERGY INTERNATIONAL
LIMITED, as Grantor**

By: _____
DocuSigned by:
Christopher Allen McVicker
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Name: Christopher Allen McVicker

Title: Director

Schedule 1

Trademark Release Schedule

Mark	Reg. No.	Reg. Date
AIRPEL	5225735	6/20/2017