

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		10/13/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Penn Power Group, LLC		
Street Address:	8330 State Road		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19136		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3112642	NORTHEAST ENERGY SYSTEMS	
Registration Number:	3728048	WESTERN ENERGY SYSTEMS	
Registration Number:	3728049	WESTERN ENERGY SYSTEMS	
Registration Number:	3744126	WESTERN ENERGY SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8602402700		
<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:	8602402755		
Email:	derek.wayne@morganlewis.com		
Correspondent Name:	Derek Wayne		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Derek Wayne		
SIGNATURE:	/s/ Derek Wayne		
DATE SIGNED:	10/13/2023		
Total Attachments: 3			
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source=Ares-Penn Power - Release of Security Interest in Trademarks (Executed)#page2.tif			

OP \$115.00 3112642

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”), dated as of October 13, 2023, is made by **ARES CAPITAL CORPORATION**, in its capacity as administrative agent for the Secured Parties (the “Agent”), in favor of **PENN POWER GROUP, LLC** (the “Grantor”). Unless otherwise defined herein, capitalized terms used in this Release shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of December 14, 2016 (the “Trademark Grant”), which was recorded by the United States Patent and Trademark Office at Reel/Frame 5938/0915;

WHEREAS, pursuant to (i) that certain Guaranty and Security Agreement, dated as of December 14, 2016 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Security Agreement”), by and among the Grantor, other grantors party thereto from time to time and the Agent and (ii) the Trademark Grant, the Grantor pledged and granted to the Agent a security interest in and to and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademarks, listed on Exhibit A attached hereto; and

WHEREAS, the Agent has agreed to terminate, release and discharge its security interest in and to and lien on all right, title and interest of the Grantor in, to and under the Trademarks and reassign any and all such right title and interest to the Grantor.

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


1. The Agent hereby terminates, cancels, releases and discharges all of its mortgages, liens, and security interests in, to and on all of the Grantor’s right, title and interest in, to and under the Trademarks and hereby reassigns, without any representation, warranty, or recourse whatsoever, any and all such right, title and interest in the Trademarks to the Grantor.

2. This Release may be filed with the United States Patent and Trademark Office to evidence Agent’s release of the security interest against such Trademarks.

3. This Release shall in no way release or impair the liens and security interests of any Secured Party as to the remainder of the Trademark Collateral, nor shall it release or impair any of the indebtedness and obligations secured thereby, (ii) in all other respects each Loan Document shall remain in full force and effect, unaltered and unaffected by this Release except as to the Trademarks as set forth herein, and (iii) by this Release neither the Administrative Agent nor any Secured Party has waived, nor shall it be deemed to have waived, any Defaults or Events of Default that may have occurred and be continuing. Nothing in this Release shall prejudice or affect the security of the Administrative Agent under any Loan Document in respect of the Trademark Collateral therein or the rights of the Administrative Agent thereunder.

4. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

ARES CAPITAL CORPORATION.
as Agent

By: 

Name: Michael Dieber
Title: Authorized Signatory

EXHIBIT A

Trademarks

Grantor of Intellectual Property	Title of Intellectual Property	Jurisdiction	Registration Number	Registration Date
Penn Power Group, LLC	Northeast Energy Systems (and Design)	U.S.	3112642	July 4, 2006
Penn Power Group, LLC	Western Energy Systems (and Design)	U.S.	3728048	December 22, 2009
Penn Power Group, LLC	Western Energy Systems (and Design)	U.S.	3728049	December 22, 2009
Penn Power Group, LLC	Western Energy Systems (and Design)	U.S.	3744126	February 2, 2010