

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Horizon Bank		10/20/2023	Banking Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Power, LLC		
<b>Street Address:</b>	4541 Preslyn Drive		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27616		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5832443	SMARTER, NONSTOP POWER	
<b>Registration Number:</b>	5605688	N	
<b>Registration Number:</b>	5114672	SM-ENERGY	
<b>Registration Number:</b>	4943942	NATIONAL POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2155828		
<b>NAME OF SUBMITTER:</b>	Sarah Mackin		
<b>SIGNATURE:</b>	/Sarah Mackin, Senior Paralegal/		
<b>DATE SIGNED:</b>	10/23/2023		

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**Total Attachments: 5**

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**TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of October 20, 2023, is made by FIRST HORIZON BANK, a Tennessee banking corporation (the "Secured Party"), under that certain Trademark Security Agreement, dated as of January 6, 2023 (the "Trademark Agreement"), by and between NATIONAL POWER, LLC, a North Carolina limited liability company (the "Grantor"), and the Secured Party.

WHEREAS, reference is made to: (a) that certain Credit Agreement, dated as of January 6, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto and the Secured Party, as the administrative agent to the Lenders, and (b) that certain Security Agreement, dated as of January 6, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), executed by the Grantors in favor of the Secured Party;

WHEREAS, in connection with the Credit Agreement and Security Agreement, the Grantor executed and delivered to the Secured Party, the Trademark Agreement, pursuant to which a security interest was granted by the Grantor, to the Secured Party, in certain intellectual property collateral, including without limitation, the Trademark Collateral (as defined below);

WHEREAS, the Trademark Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on January 9, 2023 at Reel 7941/Frame 0284; and

WHEREAS, the Secured Party now desires to terminate the Trademark Agreement and terminate, release and discharge its security interest in all intellectual property collateral referred to therein, including, without limitation, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Secured Party hereby states as follows:

1. Defined Terms. Each capitalized term used but not defined in this Termination Agreement has the meaning given or ascribed to it in the Credit Agreement or Security Agreement, as applicable.

2. Definition. The term "Trademark Collateral" as used herein, means, with respect to the Grantor, all of the Grantor's right, title and interests in and to: (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which the Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each United States Trademark listed on Schedule A, (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B, (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution

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**TRADEMARK  
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of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License, and (iv) all products and proceeds of the foregoing.

3. Release of Security Interest. The Secured Party hereby terminates, releases and discharges its security interest in the Trademark Collateral granted pursuant to the Credit Agreement, the Security Agreement and the Trademark Agreement and reassigns to the Grantor all right, title and interest to the Trademark Collateral of the Grantor.

4. Recordation. The Secured Party hereby authorizes the Grantor or any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of the Grantor), and any of its or their authorized representatives, to file this Termination with the USPTO at the Grantor's expense.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**FIRST HORIZON BANK,**  
a Tennessee banking corporation

By:   
Name: Robert C. Mason  
Title: Senior Vice President

**Schedule A to Termination and Release of Trademark Security Agreement**

TRADEMARKS

<b>Record Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Serial Number</b>
National Power, LLC	SMARTER, NONSTOP POWER	5832443	88231596
National Power, LLC	N	5605688	87833286
National Power, LLC	Sm-Energy	5114672	87103890
National Power, LLC	NATIONAL POWER	4943942	86372999

**Schedule B to Termination and Release of Trademark Security Agreement**

TRADEMARK LICENSES

1. Master Services Agreement dated April 18, 2018 between BroadPoint Technologies, LLC. ("*Provider*") and National Power, LLC (f/k/a National Power Corp.).
  - a. Under this agreement, Provider is assisting with the development and implementation of Microsoft Dynamic 365 as National Power's new enterprise resource planning solution. Provider grants National Power a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use the delivered Work Product (defined therein) for any purpose.