# CH \$90.00 49

ETAS ID: TM849372

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MUFG Bank, Ltd.		10/27/2023	Corporation:

#### **RECEIVING PARTY DATA**

Name:	FIRSTELEMENT FUEL INC.	
Street Address:	5281 California Avenue, Suite 260	
Internal Address:	Attn: Isaac Kim, CFO	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92617	
Entity Type:	Corporation: CALIFORNIA	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4928871	TRUE ZERO
Registration Number:	4999894	TRUE ZERO
Registration Number:	5694302	TRUE ZERO H35 H70 H2

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 4159848700

**Email:** mpalmer@omm.com

Correspondent Name: Madeleine Palmer / Maiah Parks
Address Line 1: Two Embarcadero Center, 28th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0590546-00198
NAME OF SUBMITTER:	Madeleine Palmer
SIGNATURE:	/Madeleine Palmer/
DATE SIGNED:	10/27/2023

**Total Attachments: 5** 

source=FEF - MUFG Payoff - IP Security Interest Release (Executed)#page1.tif

TRADEMARK REEL: 008241 FRAME: 0429

900810057

source=FEF - MUFG Payoff - IP Security Interest Release (Executed)#page2.tif
source=FEF - MUFG Payoff - IP Security Interest Release (Executed)#page3.tif
source=FEF - MUFG Payoff - IP Security Interest Release (Executed)#page4.tif
source=FEF - MUFG Payoff - IP Security Interest Release (Executed)#page5.tif

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of October 27, 2023 (the "Effective Date"), is made by MUFG Bank, Ltd., in its capacity as Lender (the "Lender"), in favor of the grantor identified on the signature pages hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of March 15, 2021, by and among the Lender and the Grantor (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Lender, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor and the Lender executed and delivered an Intellectual Property Security Agreement, dated as of March 15, 2021 (as amended, amended and restated, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 16, 2021 at Reel/Frame 7221/0906;

WHEREAS, the Grantor has requested that the Lender: (a) terminate and release all liens and interests of the Lender in the Intellectual Property Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office and any other appropriate governmental authorities; and

WHEREAS, the Lender has agreed to release its security interests in the Intellectual Property Collateral and evidence the Lender's release of its security interests in the Intellectual Property Collateral.

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

- 1. <u>Defined Terms</u>. 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 Intellectual Property Security Agreement, as applicable.
- 2. <u>Release</u>. The Lender, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Intellectual Property Collateral, including the copyright registrations and applications, patents and patent applications, and trademark registrations and applications set forth on <u>Schedule A</u> attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Lender has acquired any right, title or interest in and to the Intellectual Property Collateral under the Intellectual Property Security Agreement, the Lender, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

- 3. <u>Further Assurances</u>. The Lender 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.
- 4. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

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

MUFG BANK, LTD.

Name: Hisataka Homma

Title: Managing Director

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

### MUFG BANK, LTD.

By:		
Name:		
Title:		

**GRANTOR** 

FIRSTELEMENT FUEL INC.

Name: Joel Ewanick

Title: Chie Executive Officer

# Schedule A

## Trademarks

Description	Serial Number	Registration Number
TRUE ZERO word	86533703	4928871
True Zero design and word	86684300	4999894
True Zero H35 H70 H2 Dispenser	87245731	5694302

Schedule A

**RECORDED: 10/27/2023**