

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI16720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		02/08/2024	Corporation: MARYLAND
RECEIVING PARTY DATA			
Company Name:	EN Engineering, L.L.C.		
Street Address:	28100 Torch Parkway		
Internal Address:	Suite 400		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555-3938		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	Energy Initiatives Group, LLC		
Street Address:	29 Bartlett Street		
Internal Address:	Ropes & Gray LLP		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
Company Name:	QC Data International LLC		
Street Address:	8000 East Maplewood Avenue		
Internal Address:	#300		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111-4727		
Entity Type:	Corporation: DELAWARE		
Company Name:	FiberRise Communicationa, LLC		
Street Address:	4000 Market Street SW		
Internal Address:	Suite 107		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35808		
Entity Type:	Limited Liability Company: DELAWARE		

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PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2779229	EN ENGINEERING
Registration Number:	2843670	ENE
Registration Number:	6050876	EN AUTOMATION
Registration Number:	6050875	EN AUTOMATION
Registration Number:	5344272	EIG ENERGY INITIATIVES GROUP
Registration Number:	3993281	QC DATA
Registration Number:	4721492	IFP INTELLIGENT FLOOR PLAN
Registration Number:	2933516	QC DATA
Registration Number:	6620592	FIBERRISE
Registration Number:	6839543	FIBERRISE
Registration Number:	6805382	UTILITY GRADE BROADBAND

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Mr. Ronald L. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	KOLC-152-017
NAME OF SUBMITTER:	RONALD DUVERNAY
SIGNATURE:	RONALD DUVERNAY
DATE SIGNED:	02/09/2024

Total Attachments: 7

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST
TRADEMARKS**

February 8, 2024

THIS TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of February 8, 2024, by Ares Capital Corporation, in its capacity as administrative agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of EN Engineering, L.L.C., a Delaware limited liability company (“ENE”), Energy Initiatives Group, LLC, a Massachusetts limited liability company (“EIG”), QC Data International LLC, a Delaware limited liability company (“QC Data”), Fiberrise Communications, LLC, a Delaware limited liability company (“FiberRise”) and, together with ENE, EIG and QC Data, each a “Grantor” and collectively, the “Grantors”).

WHEREAS, KENE ACQUISITION, INC., a Delaware corporation, as Borrower, KENE INTERMEDIATE II, INC., a Delaware corporation, as Holdings, the Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and Ares Capital Corporation, as Administrative Agent, are party to that certain First Lien Credit Agreement, dated as of August 8, 2019 (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of December 15, 2021, that certain Amendment No. 2 to First Lien Credit Agreement, dated as of July 12, 2022, that certain Amendment No. 3 to First Lien Credit Agreement, dated as of October 31, 2022, that certain Amendment No. 4 to First Lien Credit Agreement, dated as of April 10, 2023 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain First Lien Pledge and Security Agreement dated as of August 8, 2019 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, including pursuant to Joinder Agreements thereto, as applicable, the “Pledge and Security Agreement”), pursuant to which (i) ENE executed and delivered that certain First Lien Trademark Security Agreement dated as of August 8, 2019, which was recorded with the United States Patent and Trademark Office on August 8, 2019 at Reel 6715, Frame 0590 (the “ENE Trademark Security Agreement”), (ii) EIG executed and delivered that certain First Lien Trademark Security Agreement dated as of August 8, 2019, which was recorded with the United States Patent and Trademark Office on August 8, 2019 at Reel 6715, Frame 0597 (the “EIG Trademark Security Agreement”), (iii) QC Data executed and delivered that certain First Lien Trademark Security Agreement dated as of November 26, 2019, which was recorded with the United States Patent and Trademark Office on December 10, 2019 at Reel 6811, Frame 0781 (the “QC Data Trademark Security Agreement”), (iv) FiberRise executed and delivered that certain First Lien Trademark Security Agreement dated as of October 6, 2022 (the “FiberRise Trademark Security Agreement”), together with the ENE Trademark Security Agreement, EIG Trademark Security Agreement, QC Data Trademark Security Agreement, and Pledge and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations of each Grantor, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor (the “Trademark Collateral”):

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

WHEREAS, pursuant to that certain Payoff Letter dated as of February 8, 2024, entered into by the Administrative Agent and the Loan Parties, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

2. Release of Security Interest; Further Assurances. Administrative Agent hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, including the trademark registrations listed in Schedule I hereto (ii) re-transfers and re-assigns to the applicable Grantor any and all right, title and interest that it may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute and deliver all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral, effect the release of such rights to each Grantor and confirm each Grantor’s right, title and interest in the Trademark Collateral, (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent’s rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

3. Electronic Delivery; Counterparts. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Further, this Release may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

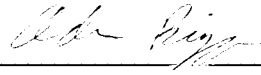
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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Mark Affolter
Title: Authorized Signatory

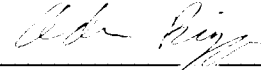
EN ENGINEERING, L.L.C., as Grantor

By: 

Name: Adam Biggam

Title: Chief Executive Officer

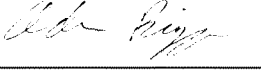
QC DATA INTERNATIONAL LLC, as Grantor

By: 

Name: Adam Biggam

Title: Chief Executive Officer

FIBERRISE COMMUNICATIONS, LLC, as Grantor

By: 

Name: Adam Biggam


Title: Chief Executive Officer

SCHEDULE I


Reel/Frame No. 6715/0590 Recorded on Aug. 8, 2019:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
EN ENGINEERING	N/A	2779229	EN Engineering, L.L.C.
ENe	N/A	2843670	EN Engineering, L.L.C.
ENautomation	88/377689	N/A	EN Engineering, L.L.C.
EN AUTOMATION	88/377395	N/A	EN Engineering, L.L.C.

Reel/Frame No. 6715/0597 Recorded on August 8, 2019:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
	N/A	5344272	Energy Initiatives Group, LLC

Reel/Frame No. 6811/0781 Recorded on December 10, 2019:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
QC DATA	85183670	3993281	QC Data International LLC
 Intelligent Floor Plan	86247330	4721492	QC Data International LLC
QC DATA	76257117	2933516	QC Data International LLC

Not Recorded:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
FIBERRISE	90-558,258	6,620,592	FiberRise Communications, LLC
FIBERRISE (& Design)	97-333,718	N/A	FiberRise Communications, LLC
UTILITY GRADE BROADBAND	90-877,583	N/A	FiberRise Communications, LLC