

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI17092

| | | | |
|--------------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cortland Capital Market Services LLC | | 02/08/2024 | Limited Liability Company: DELAWARE |
| 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 | | |
| 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: | Limited Liability Company: DELAWARE | | |
| Company Name: | FiberRise Communications, 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: | 6620592 | FIBERRISE |
| Registration Number: | 6839543 | FIBERRISE |
| Registration Number: | 6805382 | UTILITY GRADE BROADBAND |
| Registration Number: | 3993281 | QCADATA |
| Registration Number: | 4721492 | IFP INTELLIGENT FLOOR PLAN |
| Registration Number: | 2933516 | QCADATA |

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: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

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: 6

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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 Cortland Capital Market Services LLC, in its capacity as administrative agent and collateral agent under the Credit Agreement (as defined below) (the “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 Cortland Capital Market Services LLC, as Administrative Agent and Collateral Agent, are party to that certain Second Lien Credit Agreement, dated as of August 8, 2019 (as amended by that certain Amendment No. 1 to Second Lien Credit Agreement, dated as of December 15, 2021, that certain Amendment No. 2 to Second Lien Credit Agreement, dated as of July 12, 2022, that certain Amendment No. 3 to Second Lien Credit Agreement, dated as of April 12, 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 Second 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 Second 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 6716, Frame 0047 (the “ENE Trademark Security Agreement”), (ii) EIG executed and delivered that certain Second 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 6716, Frame 0037 (the “EIG Trademark Security Agreement”), (iii) QC Data executed and delivered that certain Second Lien Trademark Security Agreement dated as of November 26, 2019 (the “QC Data Trademark Security Agreement”), (iv) FiberRise executed and delivered that certain Second 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 Agent and the Loan Parties, the Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested and the 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.

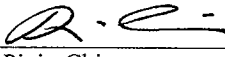
NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Agent hereby agrees as follows:

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. 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.

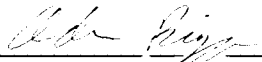
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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC,
as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

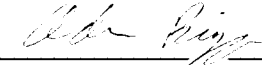
EN ENGINEERING, L.L.C., as Grantor

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. 6716/0047 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. 6716/0037 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 |

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 |

| <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 |