

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM166840

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900834807

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barings Finance LLC		02/01/2024	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Company Name:	GreenPrint Holdings, LLC (f/k/a PDI Merger S2, LLC)
Street Address:	14241 Dallas Parkway, Suite 400
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE
Company Name:	Drop Tank, LLC
Street Address:	14241 Dallas Parkway, Suite 400
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	87440412	TANKFULL
Serial Number:	86694869	STRIVE
Serial Number:	86694839	STRIVE
Serial Number:	86885409	PUMP HERE. PLANT TREES
Serial Number:	87678302	CLEAN ADVANTAGE
Registration Number:	5669666	RENEW
Registration Number:	5850347	
Serial Number:	88474115	RESTORE
Serial Number:	88578104	IMPACT COLLECTIVE
Serial Number:	88786403	GREENERMILES
Serial Number:	90479925	IMPACTSCORES
Serial Number:	90479909	IMPACTSCORES

Property Type	Number	Word Mark
Serial Number:	90529433	GROW

CORRESPONDENCE DATA

Fax Number: 3477102662

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: (212)3732576

Email: mmcguire@paulweiss.com,rjerry@paulweiss.com

Correspondent Name: Michael McGuire

Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	023630-002
NAME OF SUBMITTER:	Michael McGuire
SIGNATURE:	Michael McGuire
DATE SIGNED:	03/04/2024

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of February 1, 2024 (“Release”), is made by BARINGS FINANCE LLC (“Agent”) in favor of GreenPrint Holdings, LLC (f/k/a PDI Merger S2, LLC) and Drop Tank, LLC (each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, Agent, Grantors, and the other parties thereto have entered into that certain First Lien Security Agreement, dated as of March 19, 2019 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to that certain First Lien Patent Security Agreement, dated as of March 25, 2022, by and among Agent and Grantors (the “IP Security Agreement”), each Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of such Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 059579 Frame 0900 on April 2, 2022; and

WHEREAS, each Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

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

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Patent Collateral), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Patents listed on Schedule A attached hereto);

(b) assigns and transfers to such Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Patents listed on Schedule A attached hereto); and

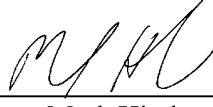
(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at such Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

BARINGS FINANCE LLC

By:  _____

Name: Mark Hindson

Its: Managing Director

Schedule A

REGISTERED PATENTS

T H Ref. No.	Patent No. (Serial No.)	Issue Date (Filing Date)	Patent Ownership & Rights	Expiration Date	Owner
360707-1020	8,214,841 (12/257,584)	July 3, 2012 (Oct. 24, 2008)	Purchased from IBM, certain ownership and rights retained by IBM.	May 4, 2031	PDI Merger S2, LLC
360707-1030	8,671,412 (13/418,462)	March 11, 2014 (March 12, 2012)	Purchased from IBM, certain ownership and rights retained by IBM.	Dec. 19, 2028	PDI Merger S2, LLC
360707-1040	8,427,318 (12/276,845)	April 23, 2013 (Nov. 24, 2008)	Purchased from IBM, certain ownership and rights retained by IBM.	Nov. 5, 2030	PDI Merger S2, LLC
360707-1050	9,665,907 (12/330,545)	May 30, 2017 (Dec. 9, 2008)	Purchased from IBM, certain ownership and rights retained by IBM.	March 29, 2036	PDI Merger S2, LLC