# H \$40.00 433927

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM521258

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Eggersmann Anlagenbau GmbH	FORMERLY Eggersmann Anlagenbau Kompoferm GmbH	01/11/2019	Corporation: GERMANY

#### **RECEIVING PARTY DATA**

Name:	Zero Waste Energy, LLC	
Street Address:	3478 Buskirk Avenue, Suite 265	
City:	Pleasant Hill	
State/Country:	CALIFORNIA	
Postal Code:	94523	
Entity Type:	ty Type: Limited Liability Company: CALIFORNIA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	4339273	SMARTFERM	

## **CORRESPONDENCE DATA**

**Fax Number:** 5037962900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

/Anthony D. Phillips/

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 5032229981

Email: trademarks@schwabe.com

Correspondent Name: Schwabe, Williamson & Wyatt, P.C.

Address Line 1: 1211 SW 5th Ave., Suite 1900

Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER: Anthony D. Phillips

**DATE SIGNED:** 04/29/2019

**Total Attachments: 2** 

**SIGNATURE:** 

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TRADEMARK
REEL: 006632 FRAME: 0298

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## Release of Trademark Security Interest

This Release of Trademark Security Interest ("Release") is made and effective as of December 31, 2018 (the "Effective Date") and granted by EGGERSMANN ANLAGENBAU GMBH, a German corporation formerly known as Eggersmann Anlagenbau Kompoferm GmbH and registered in the commercial registry of the lower court (Amtsgericht) Guetersloh, Germany under HRB 8646 (the "Secured Party") in favor of ZERO WASTE ENERGY, LLC, a California limited liability company ("Grantor," and together with Secured Party, the "Parties").

WHEREAS, Parties were the parties to a Patent and Know-how License and Technical Assistance Agreement dated March 12, 2010, as amended on May 8, 2011 and on August 5, 2011, as revised on October 28, 2014, and as further amended on November 10, 2015 (the "Prior License Agreement"), a Security Agreement dated October 28, 2014 (the "Master Security Agreement"), and a Trademark Security Agreement dated October 28, 2014 (the "Trademark Security Agreement," and together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to Secured Party a security interest in and to all right, title, and interest, including all related goodwill, to the trademarks listed on the attached <u>Schedule 1</u> (together, the "**Trademarks**");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at 5419/Frame 0930 on December 12, 2014; in the Canadian Intellectual Property Office on April 28, 2015; and in the Instituto Mexicana de la Propiedad Industrial on Sepetember 18, 2015; and

WHEREAS, Grantor has requested that Secured Party enter into this Release in order to accomplish and evidence the release of any and all right, title, and interest that Secured Party may have in the Trademarks pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby states as follows:

- 1. Release of Security Interest. Secured Party hereby terminates, releases, and discharges its security interest in and to the Trademarks and all other right, title, and interest in and to the Trademarks and reassigns to Grantor any such right, title, and interest that it may have in the Trademarks.
- **2.** Further Assurances. Secured Party agrees to execute, acknowledge, procure, and deliver to Grantor, at the Grantor's expense, any and all further documents or instrument and do any and all further acts which the Grantor reasonably requests in order to confirm, effectuate, or record this Release and Grantor's right, title, and interest in and to the Trademarks.
- 3. Governing Law. This Release and any claim, controversy, dispute, or cause of action based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

TRADEMARK<sup>55</sup> REEL: 006632 FRAME: 0299

# **EXHIBIT G to Release and Settlement Agreement**

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered as of the Effective Date.

EGGERSMANN ANLAGENBAU GMBH

as Secured Party

By: \_\_\_\_\_\_\_

Name: Thomas Hein

Title: Geschäftsführer

Date: January 11, 2019

# SCHEDULE 1 to Release of Trademark Security Interest

# (Trademarks)

Country	Mark	Registration No.	Reg. Date	
USA	SMARTFERM	4339273	May 21, 2013	
CANADA	SMARTFERM	847509	April 4, 2013	
MEXICO	SMARTFERM	1290600		
DOMINICAN REPUBLIC	SMARTFERM	194429		

TRADEMARK REEL: 006632 FRAME: 0300

RECORDED: 04/29/2019