

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615456

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shell Energy North America (US), L.P.		12/18/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Infinite Energy, LLC		
<b>Street Address:</b>	7001 SW 24th Avenue		
<b>City:</b>	Gainesville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32607		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4158415	INFINITE ENERGY	
<b>Registration Number:</b>	2894653	I'VE GOT GAS!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048538806		
<i>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.</i>			
<b>Phone:</b>	404-853-8112		
<b>Email:</b>	stacyfredrich@eversheds-sutherland.us		
<b>Correspondent Name:</b>	Stacy Fredrich / Eversheds Sutherland		
<b>Address Line 1:</b>	999 Peachtree Street NE		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Stacy D. Fredrich		
<b>SIGNATURE:</b>	/Stacy D. Fredrich/		
<b>DATE SIGNED:</b>	12/18/2020		
<b>Total Attachments: 12</b>			
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## TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”) is made effective as of December 18, 2020, by Shell Energy North America (US), L.P., a Delaware limited partnership (“Shell Energy”), in favor of Infinite Energy, LLC, a Georgia limited liability company (successor to Infinite Energy, Inc., a Florida corporation following its conversion to a Georgia limited liability company) (the “Grantor”).

### WITNESSETH:

WHEREAS, reference is made to (a) the Security Agreement, dated as of November 1, 2010 (as modified from time to time, the “Security Agreement”), by and between the Grantor and BG Energy Merchants, LLC, as secured party (“BGEM”), and (b) the Trademark Security Agreement Supplement, dated as of October 8, 2010 (as modified from time to time, the “Trademark Supplement”), made by Grantor to BGEM;

WHEREAS, pursuant to such Security Agreement and Trademark Supplement, the Grantor pledged and granted to BGEM a lien on and security interest in and to the Trademarks and the Collateral (the “Trademarks” and the “Collateral,” each as defined in the Trademark Supplement) of the Grantor;

WHEREAS, the Trademark Supplement was recorded with the United States Patent and Trademark Office on October 27, 2010 at Reel 4305, Frame 0324;

WHEREAS, pursuant to that certain Assignment and Novation Agreement, dated as of July 25, 2016 (as modified from time to time, the “Assignment Agreement”, and attached hereto as Exhibit A), by and among BGEM, Shell Energy, the Grantor and Infinite Energy Holdings, Inc., BGEM assigned to Shell Energy all of its right, title, benefit, privileges and interest in and to the Security Agreement and the Trademark Supplement;

WHEREAS, the Grantor has requested that Shell Energy release its security interest in the Trademarks and the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Shell Energy hereby agrees as follows:

SECTION 1. Release of the Grant of Security Interest in Trademarks and Collateral. Shell Energy hereby releases and discharges to the Grantor its lien on and security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks and the Collateral, including without limitation those trademark registrations and applications listed on Schedule I hereto.

SECTION 2. Recordation. Shell Energy hereby authorizes and requests the Commissioner of Trademarks for the United States Patent and Trademark Office and any other applicable governmental office or agency to record this Release.

SECTION 3. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts. Delivery of an executed signature

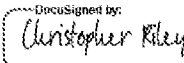
page to this Release by facsimile transmission or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Release.

SECTION 4. Applicable Law. This Release shall be construed in accordance with and governed by the laws of the State of New York without regard to its conflict of laws principles.

*[Signature page follows]*

**IN WITNESS WHEREOF, SHELL ENERGY NORTH AMERICA (US), L.P.** has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SHELL ENERGY NORTH AMERICA  
(US), L.P.**

By:  \_\_\_\_\_  
8D7DCB478764400

Name: Christopher Riley

Title: Vice President

**EXHIBIT A**  
**to**  
**TRADEMARK SECURITY AGREEMENT RELEASE**

**Assignment and Novation Agreement**

See attached.

## ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (the "*Agreement*") is made and entered into this 25th day of July, 2016 (the "*Execution Date*") by and among BG ENERGY MERCHANTS, LLC, a Delaware limited liability company ("*BGEM*"), SHELL ENERGY NORTH AMERICA (US), L.P., a Delaware limited partnership ("*Shell Energy*"), INFINITE ENERGY, INC., a Florida corporation ("*Infinite Energy*") and Infinite Energy Holdings, Inc., a Delaware corporation ("*Infinite Guarantor*") (BGEM, Shell Energy, Infinite Energy and Infinite Guarantor are sometimes referred in this Agreement as a "*Party*" and collectively as the "*Parties*").

WHEREAS, BGEM and Infinite Energy are parties to that certain ISDA Master Agreement and Schedule thereto dated as of October 8, 2010, as restated by the Amended and Restated Schedule thereto dated as of April 24, 2015 (the "*Existing Master Agreement*");

WHEREAS, BGEM and Infinite Energy are parties to certain transactions entered into under the Existing Master Agreement (the "*Assigned Transactions*");

WHEREAS, in connection with the Existing Master Agreement and the transactions contemplated thereby, Infinite Energy and BGEM have entered into the additional agreements as described in Exhibit A attached hereto and incorporated herein (such agreements, together with the Existing Master Agreement, are herein the "*Infinite Energy Agreements*");

WHEREAS, in connection with the Infinite Energy Agreements, the Infinite Guarantor and BGEM have entered into the agreements described in Exhibit B attached hereto and incorporated herein (such agreements are herein the "*Infinite Guarantor Agreements*", and together with the Infinite Energy Agreements, the "*Assigned Agreements*");

WHEREAS, BGEM desires to assign and delegate to Shell Energy, from and after the Effective Time, all of its rights, duties and obligations in and under the Assigned Agreements and the Assigned Transactions, and Shell Energy desires to accept such assignment and delegation and to assume all such rights, duties and obligations, from and after the Effective Time (as defined below), in accordance with the terms hereof;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. ***Assignment.*** Effective as of the Effective Time, BGEM hereby assigns to Shell Energy all of its right, title, benefit, privileges and interest in and to the Assigned Agreements the Assigned Transactions that are to be performed or accrue on and after the Effective Time and that do not relate to a calculation period or delivery period (however defined) ending before the Effective Time. For purposes of this Agreement, "*Effective Time*" shall mean the beginning of the gas day on the Novation Date, and "*Novation Date*" shall mean [August 1, 2016] or such later first of the month date that Shell Energy designates in writing with at least five business days prior notice.

2. **Assumption.** Effective as of the Effective Time, Shell Energy hereby accepts the assignment of the Assigned Agreements and the Assigned Transactions and assumes and agrees to observe and perform the Liabilities (as defined hereinafter) of BGEM under or relating to the Assigned Agreements and the Assigned Transactions, which are to be performed or accrue on and after the Effective Time, to the extent such Liabilities arise from or relate to acts, omissions or events occurring or conditions existing at or after the Effective Time (the "**Assumed Liabilities**"). All Liabilities other than the Assumed Liabilities (the "**Excluded Liabilities**"), including but not limited to Liabilities (i) arising from or relating to acts, omissions or events occurring or conditions existing prior to the Effective Time but which have not been settled, paid or performed as of the Effective Time; or (ii) due and payable or due to be performed after the Effective Time, but which accrued with respect to or otherwise related to a calculation period or delivery period (however defined) ending prior to the Effective Time, shall remain and be the obligation and responsibility of BGEM, and Shell Energy shall not assume, discharge, perform or be responsible in any way for any Excluded Liabilities. For purposes of this Agreement, "**Liabilities**" means indebtedness, obligations, duties and other liabilities (including in respect of or arising out of any breach of contract or actual or alleged failure of BGEM to perform any obligation), whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due with respect to the Assigned Agreements and the Assigned Transactions.

3. **Acceptance by Infinite Energy and the Infinite Guarantor.** Effective as of and from the Effective Time, Infinite Energy and the Infinite Guarantor each hereby consent to the assignment of the Assigned Agreements and the Assigned Transactions and accepts Shell Energy as the party to perform the Assumed Liabilities of BGEM under the Assigned Agreements and the Assigned Transactions.

4. **Releases.**

(a) Effective as of and from the Effective Time, Infinite Energy and the Infinite Guarantor each hereby release and forever discharge BGEM from any and all further obligations to Infinite Energy or the Infinite Guarantor with respect to the Assumed Liabilities, including any liability of any type as a consequence of, or relating to, the Assigned Agreements and the Assigned Transactions, including, without limitation, all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity arising out of, or which are in any way related to, the Assigned Agreements and the Assigned Transactions, provided that, for certainty, the foregoing shall not release or discharge BGEM in respect of the settlement, payment or performance of any Excluded Liability, and all such Excluded Liabilities shall remain and be the obligation and responsibility of BGEM and shall be paid or performed by BGEM to Infinite Energy or the Infinite Guarantor in accordance with the terms of the Assigned Agreements and the Assigned Transactions as though such agreements had not been assigned.

(b) Effective as of and from the Effective Time, BGEM hereby releases and forever discharges Infinite Energy and the Infinite Guarantor from any and all further obligations to BGEM with respect to the Assigned Agreements and the Assigned Transactions and from any and all liability of any type as a consequence of, or relating to, the Assigned Agreements and the



Assigned Transactions, including, without limitation, all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity, arising out of or which are in any way related to, the Assigned Agreements and the Assigned Transactions; provided that, for certainty, the foregoing shall not release or discharge Infinite Energy or the Infinite Guarantor in respect of the settlement, payment or performance of any liabilities or obligations: (i) arising from or relating to acts, omissions or events occurring or conditions existing prior to the Effective Time but which have not been settled, paid or performed as of the Effective Time; or (ii) due and payable or due to be performed after the Effective Time, but which accrued with respect to or otherwise related to a calculation period or delivery period (however defined) ending prior to the Effective Time (for avoidance of doubt, (i) and (ii) collectively constitute the "*Infinite Excluded Liabilities*"), and all such Infinite Excluded Liabilities shall remain and be the obligation and responsibility of Infinite Energy and the Infinite Guarantor and shall be paid or performed by Infinite Energy and the Infinite Guarantor to BGEM in accordance with the terms of the Assigned Agreements and the Assigned Transactions as though such agreements had not been assigned.

5. *No Impairment of Security.* Nothing in this Agreement shall release, waive or otherwise impair any lien or security interest securing the obligations of Infinite Energy or the Infinite Guarantor under the Assigned Agreements, and the execution and delivery of this Agreement shall not constitute a modification of any such lien or security interest, and any and all such liens or security interests shall retain their respective priorities. Without limiting Section 1 hereof and for avoidance of doubt, as of the Effective Time, all liens and security interests held by BGEM as security for the obligations of Infinite Energy or the Infinite Guarantor under the Assigned Agreements shall, without further action, be transferred to Shell Energy.

6. *Further Actions.* Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of another Party hereto, such further instruments of transfer and assignment, and to take such other action, as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

7. *Governing Law.* The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the applicable laws of the State of Texas.

8. *Representation.*

(a) Each Party hereby represents and warrants to the others as of the Execution Date and as of the Effective Time that:

(i) the execution, delivery, and performance by it of this Agreement does not require any consent, license, approval or authorization of, or other action by, or any notice or filing with, any governmental entity or any other person other than such as have already been obtained;

(ii) the execution, delivery and performance by it of this Agreement are within its organizational powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any government rule applicable to it or result in the breach, default or termination of any agreement to which it is a party;

(iii) this Agreement has been duly executed and delivered on its behalf; constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except where enforceability may be limited or otherwise impacted by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and except where enforceability is subject to the application of equitable principles or remedies;

(iv) no petition or notice has been presented, no order has been presented, no order has been made and no resolution has been passed for its bankruptcy, liquidation, winding-up or dissolution, and no receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of any of its assets or income, and it has not received any notice that any other person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


9. **No Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties, and except as specifically provided herein, no other person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Agreement.

10. **Entire Agreement.** This Agreement, and all exhibits and schedules hereto, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between the Parties.

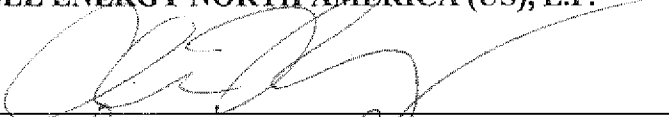
[Signature page immediately follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

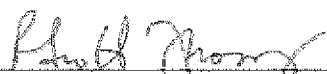
**BG ENERGY MERCHANTS, LLC**

By:   
Name: Jill Davies  
Title: VP, North Americas Gas Marketing

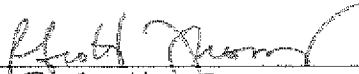
**SHELL ENERGY NORTH AMERICA (US), L.P.**

By:   
Name: Christopher Riley  
Title: Vice President

**INFINITE ENERGY, INC.**

By:   
Name: R. Scott Thomas  
Title: CFO

**INFINITE ENERGY HOLDINGS, INC.**

By:   
Name: R. Scott Thomas  
Title: CFO

## EXHIBIT A

### **The Infinite Energy Agreements**

1. ISDA Master Agreement dated as of October 8, 2010 between Infinite Energy, Inc. and BG Energy Merchants, LLC, as restated by the Amended and Restated Schedule thereto dated as of April 24, 2015.
2. Security Agreement dated November 1, 2010 between Infinite Energy, Inc., as debtor and BG Energy Merchants, LLC as secured party.
3. Deposit Account Control Agreement (Access Restricted after Notice) dated as of November 9, 2011 among Infinite Energy, Inc., BG Energy Merchants, LLC and Wells Fargo Bank, National Association.
4. First Amendment to Transaction Documents dated November 9, 2011 between Infinite Energy, Inc. and BG Energy Merchants, LLC.
5. Dodd-Frank Act Representations and Reporting Amendment Agreement dated as of August 15, 2013 between Infinite Energy, Inc. and BG Energy Merchants, LLC.
6. Intercreditor Subordination Agreement dated as of April 24, 2015 among The Brooklyn Union Gas Company d/b/a National Grid NY, BG Energy Merchants, LLC and Infinite Energy, Inc.
7. Intercreditor Subordination Agreement dated as of April 24, 2015 among KeySpan Gas East Corporation d/b/a National Grid., BG Energy Merchants, LLC and Infinite Energy, Inc.
8. Intercreditor Subordination Agreement dated as of April 24, 2015 among Niagara Mohawk Power Corporation d/b/a National Grid, BG Energy Merchants, LLC and Infinite Energy, Inc.
9. Letter Agreement from BG Energy Merchants, LLC to Infinite Energy, Inc. dated July 14, 2015.

**EXHIBIT B**

**The Infinite Guarantor Agreements**

1. Limited Guaranty dated as of November 1, 2010 between Infinite Energy Holdings, Inc. as guarantor and BG Energy Merchants, LLC as beneficiary.
2. Pledge Agreement dated November 1, 2010 between Infinite Energy Holdings, Inc. as pledgor and BG Energy Merchants, LLC as secured party.

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT RELEASE**

<b>Mark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>
INFINITE ENERGY	85118534 August 30, 2010	4158415 June 12, 2012
INFINITE ENERGY and Design	86414460 October 3, 2014	4916710 March 15, 2016
INFINITE ENERGY ARENA	87445407 May 11, 2017	5363807 December 26, 2017
INFINITE ENERGY CENTER	87445401 May 11, 2017	5363806 December 26, 2017
INFINITE ENERGY FORUM	87445411 May 11, 2017	5363808 December 26, 2017
INFINITE ENERGY THEATER	87445416 May 11, 2017	5363811 December 26, 2017
INTELLIGENT ENERGY	75196143 November 12, 1996	2209555 December 8, 1998
I'VE GOT GAS!	76522190 June 12, 2003	2894653 October 19, 2004