

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6501/0196

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABACUS FINANCE GROUP, LLC, AS ADMINISTRATIVE AGENT		12/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FECON, LLC
Street Address:	3460 Grant Drive
City:	Lebanon
State/Country:	OHIO
Postal Code:	45036
Entity Type:	Limited Liability Company: DELAWARE
Name:	SWX GLOBAL, LLC
Street Address:	3460 Grant Drive
City:	Lebanon
State/Country:	OHIO
Postal Code:	45036
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	87862410	BULL HOG
Serial Number:	86711367	STUMPEX
Serial Number:	85353720	FECON POWER MANAGEMENT
Serial Number:	77330049	FECON
Serial Number:	86738688	APEX

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

CH \$140.00 87862410

Address Line 1: Kirkland & Ellis, LLP
Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER: 22559-80

NAME OF SUBMITTER: Maria Banda

SIGNATURE: /Maria Banda/

DATE SIGNED: 01/05/2022

Total Attachments: 3

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

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”) dated as of December 31, 2021, from ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders (the “Administrative Agent”), in favor of FECON, LLC, a Delaware limited liability company (“FECON”) and SWX Global, LLC (“SWX Global”; FECON AND SWX Global, each individually, a “Grantor” and collectively, “Grantors”).

WITNESSETH:

WHEREAS, in connection with the Trademark Security Agreement, dated as of October 11, 2018 (as amended, supplemented or otherwise modified prior to the date hereof, the “Trademark Security Agreement”), the Grantors granted the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement) (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the “USPTO”) on October 11, 2018 at Reel 6501, Frame 0196; and

WHEREAS, the Administrative Agent now wishes to release its liens on, and security interests in, the Trademark Collateral, including, without limitation, the trademarks as set forth on Schedule A attached hereto.

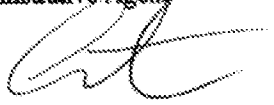
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Administrative Agent hereby states as follows:

1. Release of Security Interest. The Administrative Agent, on behalf of itself and the Lenders, hereby terminates the Trademark Security Agreement and terminates, releases and discharges all of its and any Lender’s security interest in the Trademark Collateral, including any associated goodwill or common law rights, and reassigns any and all right, title and interest that it or any Lender may have in or to the Trademark Collateral to the Grantors.
2. Recordation. The Grantors or their authorized agent is authorized to record this Agreement with the USPTO.
3. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.
4. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantors, and at Grantors’ cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

(Signature page follows)

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

ABACUS FINANCE GROUP, LLC,
as Administrative Agent.

By: 



Name: Eric Peterson
Title: Director

{Signature Page to Trademark Release (FBCON)}

TRADEMARK
REEL: 007550 FRAME: 0382

Schedule A

TRADEMARKS

Mark	Jurisdiction	Current Owner	Ser. No. Filing Date	Reg. No. Reg. Date	Status
BULL HOG	United States	Fecon	87/862,410 4/04/2018	n/a	Published
STUMPEX	United States	Fecon	86/711,367 7/31/2015	n/a	Suspended
FECON POWER MANAGEMENT	United States	Fecon	85/353,720 6/23/2011	4,093,714 1/31/2012	Renewed
FECON	United States	Fecon	77/330,049 11/15/2007	3,461,895 7/08/2008	Renewed
	United States	SWX Global	86/738,688 8/27/2015	4,932,179 4/05/2016	Registered
	European Union	SWX Global	1295431 4/14/2016	1295431 2/26/2016	Registered