

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738135

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH | | 06/30/2022 | A NEW YORK STATE LICENSED BRANCH OF A DUTCH BANKING COOPERATIVE: NETHERLANDS |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------------------|
| Name: | SPARK ENERGY LLC |
| Street Address: | 12140 Wickchester Lane |
| Internal Address: | Suite 100 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77079 |
| Entity Type: | Limited Liability Company: TEXAS |
| Name: | PERIGEE ENERGY, LLC |
| Street Address: | 12140 Wickchester Lane |
| Internal Address: | Suite 100 |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77079 |
| Entity Type: | Limited Liability Company: TEXAS |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------------------------------|
| Registration Number: | 3907816 | SPARK ENERGY |
| Registration Number: | 4105494 | |
| Registration Number: | 3952606 | SPARK ENERGY |
| Registration Number: | 3952605 | EMPOWER WHAT MATTERS |
| Registration Number: | 4399154 | PERIGEE ENERGY BRING SAVINGS HOME |
| Registration Number: | 4399153 | PERIGEE ENERGY |

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

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|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 27657.615035 |
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| NAME OF SUBMITTER: | Moira Sheehan |
|---------------------------|---------------|

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|-------------------|-------------------|
| SIGNATURE: | /s/ Moira Sheehan |
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|---------------------|------------|
| DATE SIGNED: | 06/30/2022 |
|---------------------|------------|

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of June 30, 2022 and granted by COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH (the "**Agent**"), a New York State licensed branch of a Dutch banking cooperative, as administrative agent for the Secured Parties under the Security Agreement and Trademark Security Agreement referred to below, in favor of SPARK ENERGY LLC, a Texas Limited Liability Company, and PERIGEE ENERGY, LLC, a Texas Limited Liability Company, (together, the "**Grantors**") and their successors, assigns and legal representatives.

WHEREAS, pursuant to (a) the Security Agreement, dated as of May 19, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**"), by and between the Grantors, the Secured Parties, and the Agent, and (b) the Trademark Security Agreement, dated as May 19, 2017, in favor of the Agent (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Trademark Security Agreement**"), by and between the Grantors and the Agent, the Grantors pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest (the "**Security Interest**") in the Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006065, Frame 0723 on 05/22/2017; and

WHEREAS, the Grantors have requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Agent and the Secured Parties may have in the Collateral pursuant to the Security Agreement.

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

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all rights, titles and interests that they may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Agent agrees at the Grantors' expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COOPERATIEVE RABOBANK U.A.,
NEW YORK BRANCH

as Agent

By:  Gabrielle Rossi

Name: Vice President

Title:

By: 

Name: Jan Hendrik de Graaff

Managing Director

Title:

Address for Notices:

245 Park Avenue


New York, NY 10167

Attn: Bradley Dingwall

SCHEDULE 1

TRADEMARKS

Trademark Registrations

| Mark | Jurisdiction | Registration Number |
|---|---------------------|----------------------------|
| SPARK ENERGY | US | 3,907,816 |
|  | US | 4,105,494 |
|  | US | 3,952,606 |
| EMPOWER WHAT MATTERS | US | 3,952,605 |
|  | US | 4,399,154 |
| PERIGEE ENERGY | US | 4,399,153 |