\$40.00 32423

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM744024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF THE WEST		07/27/2022	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	BORREGO SOLAR SYSTEMS, INC.	
Street Address:	5005 Texas St., Suite 400	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92108	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3242347	BORREGO SOLAR

CORRESPONDENCE DATA

Fax Number:

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: akwon@cov.com

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITY CENTER, 850 TENTH ST NW

Address Line 2: ATTN: PATENT DOCKET

Address Line 4: WASHINGTON, D.C. 20001

ATTORNEY DOCKET NUMBER:	031893.00021
NAME OF SUBMITTER:	Ashley M. Kwon
SIGNATURE:	/Ashley M. Kwon/
DATE SIGNED:	07/27/2022

Total Attachments: 3

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> TRADEMARK REEL: 007784 FRAME: 0924

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of July 27, 2022 (the "Effective Date") by **BANK OF THE WEST**, as collateral agent ("Agent"), in favor of **BORREGO SOLAR SYSTEMS, INC.** (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of July 27, 2018 (the "<u>Trademark Security Agreement</u>"), by and between the Grantor and Agent, and that certain Guarantee and Security Agreement, dated as of July 27, 2018, between Grantor, the other grantors party thereto, and Agent (as amended to date, the "<u>Guarantee and Security Agreement</u>"), the Grantor granted Agent a security interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including without limitation in and to the Trademarks listed on <u>Schedule A</u> hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office against the Trademarks listed on <u>Schedule A</u> hereto on July 30, 2018 at Reel/Frame 6398/0470; and

WHEREAS, Agent now desires to release its security interest in the Trademark Collateral, including without limitation the Trademarks listed on Schedule A hereto, together with all goodwill associated therewith.

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

- 1. Without representation or warranty of any kind or nature, Agent hereby terminates, releases, and discharges its security interest with respect to the Trademark Collateral including, without limitation, its security interest in the Trademarks listed on Schedule A hereto, together with all goodwill associated therewith, granted pursuant to the Trademark Security Agreement, the Guarantee and Security Agreement and any other security documents entered into in connection therewith, and reassigns to the Grantor all right, title, and interest of Agent in and to the Trademark Collateral granted pursuant thereto, including, without limitation, its security interest in the Trademarks listed on Schedule A hereto, together with all goodwill associated therewith.
- 2. This Release shall be construed in accordance with, and governed by, the laws of the State of New York without giving effect to any conflicts of laws principles that might otherwise refer construction or interpretation of this Release to the substantive law of another jurisdiction.

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TRADEMARK REEL: 007784 FRAME: 0925 IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BANK OF THE WEST as Collateral Agent

Darren Jung Darren Jung Darren Jung Darren Jung Date: 2022.07.20 13:27:34-07'00'

Name: Darren Jung
Title: Vice President

[Trademark Security Release]

Schedule A

List of Trademarks

(word and design)	BORREGO SOLAR	Mark
	78934664	App. No.
	07-21-2006	App. Date
	3242347	Reg. No.
	05-15-2007	Reg. Date
	Renewed (Registered)	Reg. Date Status of Mark
	Borrego Solar Systems, Inc.	Owner/Applicant

TRADEMARK REEL: 007784 FRAME: 0927

RECORDED: 07/27/2022