# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM742254

**SUBMISSION TYPE: NEW ASSIGNMENT** 

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FCC LLC d/b/a First Capital		08/02/2011	Corporation: FLORIDA

## **RECEIVING PARTY DATA**

Name:	First Source Electrical, LLC
Street Address:	7930 Blankenship Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77055
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3912937	FIRST SOURCE ELECTRICAL
Registration Number:	3912938	

### CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: jspiantanida@vorys.com

VORYS, SATER, SEYMOUR AND PEASE LLP **Correspondent Name:** 

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: LAURA T. GEYER

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	071291-000010
NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	07/19/2022

### **Total Attachments: 6**

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> **TRADEMARK** REEL: 007794 FRAME: 0891

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> TRADEMARK REEL: 007794 FRAME: 0892

August 2, 2011

Comerica Bank 910 Louisiana, 4<sup>th</sup> Floor Houston, TX 77002

First Source Electrical 7930 Blankenship Drive Houston, TX 770055

Re:

Termination of that certain Loan and Security Agreement dated as of December 31, 2009 (as at any time amended, restated, modified or supplemented, the "Loan Agreement") by and between First Source Electrical, LLC ("Borrower") and FCC, LLC d/b/a First Capital ("Lender")

#### Ladies and Gentlemen:

Lender has been informed that Borrower intends to terminate the Loan Agreement on the date of this letter (the "Termination Date"), and to satisfy in full all loans and other non-contingent obligations of Borrower to Lender outstanding on the effective date of such termination (collectively, the "Absolute Obligations"), including, but not limited to, all principal, interest, legal fees and other charges outstanding or payable under the Loan Agreement, with funds made available to Lender from Comerica Bank ("New Lender"). Borrower and New Lender have advised Lender that satisfaction of the Absolute Obligations will be effected by the wire transfers to Lender from New Lender of immediately available funds in an amount sufficient to satisfy the full amount of the Absolute Obligations by 1:00 p.m. (Oklahoma City, Oklahoma time) on the Termination Date.

To the end of facilitating New Lender's wire transfer of funds to satisfy the Absolute Obligations, please be advised that the total Absolute Obligations on the date hereof consist of the following:

1.	Principal Balance	\$2
2.	Accrued Interest	\$
3.	Collateral Mgt. Fee	\$ ^^-
4.	Estimated Expenses	\$
5.	Barly Termination Fee	\$ *****
	TOTAL	\$1,444,444

Lender agrees that its liens and security interests in the assets of Borrower shall terminate if, at or before 1:00 p.m. (Oklahoma City, Oklahoma time) on the Termination Date, Lender has received (a) wire transfers from New Lender of immediately available federal funds in an amount sufficient to satisfy the full amount of the Absolute Obligations, and (b) a copy of this letter fully executed by Borrower and New Lender.

No termination of Lender's liens and security interests in any collateral as contemplated hereby shall operate to terminate or impair any Borrower's indemnifications of Lender under the Loan

{00059798-2} ATL 18047398v1 Agreement or otherwise which expressly survive such termination, each of which shall remain in full force and effect.

Payment of the Absolute Obligations shall be made by New Lender to Lender by way of wire transfers of immediately available funds directed as follows:

Bank Name:	US Bank, National Association
Bank Address:	60 Livingston Avenue St. Paul, MN 55107-2232
ABA Routing No.:	123000848
Account Name:	FCC Financing Subsidiary VIII, LLC f/b/o US Bank as Trustee
Account No.:	
Reference:	First Source Electrical, LLC

Promptly after the full satisfaction of the Absolute Obligations and the satisfaction of the other conditions set forth in the third paragraph hereof, Lender agrees that (a) New Lender and their counsel are authorized, at no cost or expense to Lender, to terminate any financing statement showing Lender as secured party and Borrower as debtor, (b) and upon New Lender's reasonable request at any time and from time to time after the date hereof, Lender will promptly execute and deliver and will authorize the filing of such additional lien releases as may be necessary to effectively terminate any and all of Lender's security interests on the assets and properties of Borrower on any public record. Borrower agrees to reimburse Lender for all reasonable and customary out-of-pocket costs and expenses actually incurred by Lender in connection with the matters referred to in the previous sentence, and Borrower and New Lender acknowledge that Lender's execution of and/or delivery of any documents releasing Lender's security interests in any property of Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Lender as to Lender's rights in any collateral security for amounts owing under the Loan Documents, the condition or value of any collateral, or any other matter. Borrower hereby irrevocably authorizes New Lender to pay any such amount to Lender as required by this paragraph, and Borrower agrees that New Lender may charge Borrower for any such amount and that Borrower will be obligated to reimburse New Lender for any such amount paid to Lender by New Lender.

Effective as of the date hereof, Borrower hereby acknowledges and agrees that Lender shall have no further obligations to make loans or extend other financial accommodations to or for the benefit of Borrower under the Loan Agreement or otherwise.

By their acceptance hereof, Borrower and New Lender acknowledge and agree that (a) Lender reserves all of its rights with respect to each automated clearinghouse transfer ("ACH") and each check and other instrument or payment item received by Lender from Borrower or any of Borrower's account debtors received by Lender (such checks, instruments or other payment items being collectively called "Checks"); (b) Lender has credited to Borrower's account the amount of all such ACH transfers and the face amount of all such Checks received prior to the date hereof, but Lender has not yet received full and final credit or payment therefor; and (c) Borrower shall reimburse and pay to Lender, promptly after Lender's demand therefor at any time, in immediately available funds, the amount of any ACH transfer

(00059798-2)Payoff Letter ATL 18047398v1 and the full face amount of any Check that is hereafter dishonored or returned to Lender or remains unpaid for any reason plus any bank charges and all other reasonable costs incurred by Lender that arise as a result of any such dishonor or return.

After satisfaction in full of the Absolute Obligations, Lender shall promptly instruct Wells Fargo Bank ("Lockbox Bank") to forward to Borrower at the address below, for a period of 60 days, any remittances, mail or other items that Lockbox Bank subsequently receives in lockboxes located at Lockbox Bank, in connection with Borrower's collateral:

First Source Electrical, LL 7930 Blankenship Houston, TX 77055

Such forwarding will be at Borrower's expense, and Borrower agrees to provide to Lender a FedEx account number to enable Lockbox Bank to forward such remittances, mail or other items. Lender further agrees to leave the lockbox account at Lockbox Bank open for a period of 60 days and remit to New Lender on a daily basis, by wire transfer according to the instructions below, the available and collected balance that Lender subsequently receives in the lockbox account (less reasonable wire transfer fees), in connection with Borrower's collateral, but Lender shall be under no obligation to further pursue any collection and/or exercise any remedies respecting any such collateral, other than wiring to New Lender, without recourse to Lender;

Bank Name:	Comerica Bank
Bank Address:	910 Louisiana, 4th Floor Hoy Tx77000
ABA Routing No.:	111000753
Account Name:	First Source Electrical L.L.C.
Account No.:	
Reference:	First Source Electrical, LLC

In the event that any payment that is the subject of remittance by Lender to New Lender pursuant to the paragraph above is sought to be recovered by the payor or a representative thereof (including a trustee in bankruptcy or assignee for the benefit of creditors) on the grounds of preference, then Lender shall promptly advise New Lender in writing. Thereafter, New Lender shall have the exclusive right and obligation, at its sole cost and expense, to contest, defend or settle such claim. Borrower hereby indemnifies and holds Lender harmless from any loss or expense arising out of the assertion of such claims. This indemnification shall be irrevocable.

Borrower, on behalf of itself and on behalf of all those entities claiming by, through, or under it, together with its successors and assigns (collectively referred to in this paragraph as the "<u>Credit Party Releasors</u>"), for good and valuable consideration, including, without limitation, the execution of this agreement by Lender and Lender's release of its liens and security interests in the assets of Borrower, does hereby unconditionally remise, release, acquit and forever discharge

(00059798-2)Payoff Leller ATL 18047398v1 Lender, and Lender's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "Secured Party Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Credit Party Releasors ever had, now has, or hereafter can, shall, or may claim to have against any of the Secured Party Releasees for or by reason of any cause, matter, or thing whatsoever, arising from the Loan Documents (as defined in the Loan Agreement).

Any signature to this letter agreement delivered by a party by facsimile transmission or by email in portable document format (PDF) shall be deemed to be an original signature hereto.

When accepted and acknowledged by Borrower and New Lender, the foregoing shall constitute an agreement made in, and governed by the internal laws of the State of Oklahoma.

FCC, LLC d/b/a FIRST CAPITAL

The above and foregoing is ack	mowledged, accepted and agreed to:
	COMERICA BANK  By:  Name: Kirby Sanford  Title: Sy. Vice Presiden+
	FIRST SOURCE ELECTRICAL, LLC
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Michael J. Menzer, Manager

(00059198-2)Payoff Lesses ATL 18047398y1 "Credit Party Releasors"), for good and valuable consideration, including, without limitation, the execution of this agreement by Lender and Lender's release of its liens and security interests in the assets of Borrower, does hereby unconditionally remise, release, acquit and forever discharge Lender, and Lender's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors, and assigns of any such persons and entities (collectively referred to in this paragraph as the "Secured Party Releasees"), of and from any and all manner of actions, causes of action, suits, claims, counterclaims, liabilities, obligations, defenses, and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Credit Party Releasors over had, now has, or hereafter can, shall, or may claim to have against any of the Secured Party Releasees for or by reason of any cause, matter, or thing whatsoever, arising from the Loan Documents (as defined in the Loan Agreement).

Any signature to this letter agreement delivered by a party by facsimile transmission or by email in portable document format (PDF) shall be deemed to be an original signature hereto.

When accepted and acknowledged by Borrower and New Lender, the foregoing shall constitute an agreement made in, and governed by the internal laws of the State of Oklahoma.

FCC, LLC d/b/a FIRST CAPITAL

	By:
The above and foregoing is ack	mowledged, accepted and agreed to:
	COMERICA BANK
,	By:
	FIRST SOURCE ELECTRICAL, LLC
	By: Mund Manager  Michael J. Menzer, Manager

# REGISTERED TRADEMARKS

Trademark	Registration No.	Reg. Date
First SOURCE ELECTRICAL	3,912,937	Feb 1, 2011
Design Mark	3,912,938	Feb 1, 2011

TRADEMARK REEL: 007794 FRAME: 0898

**RECORDED: 07/19/2022**