

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/28/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	APR Energy, LLC		
Street Address:	3600 Port Jacksonville Pkwy		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32226		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4330688	APR ENERGY	
Registration Number:	4145502	APR ENERGY	
Registration Number:	3654109	APR ENERGY	
Registration Number:	4534470	APR ENERGY	
Registration Number:	3735181	POWERING YOUR PROGRESS	
Registration Number:	4337442	POWERING YOUR PROGRESS	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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>			
Phone:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/William L. Bartow/		
DATE SIGNED:	03/05/2020		

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Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Termination and Release of Security Interest in Trademark Rights (this "Agreement") is made as of February 28, 2020 by Bank of America, N.A., as Administrative Agent (the "Grantee") in favor of the Grantor (defined below). Except as otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Collateral Agreement (defined below).

A. WHEREAS, APR Energy Holdings Limited, a company incorporated under the laws of England and Wales (the "Borrower"), APR Energy Limited, a company incorporated under the laws of England and Wales (the "Parent"), the lenders from time to time party thereto and, the Grantee, as administrative agent, entered into that certain Third Amended and Restated Credit Agreement dated as of August 15, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. WHEREAS, pursuant to the Credit Agreement, APR Energy, LLC (the "Grantor"), the Borrower, the Parent, certain subsidiaries of the Borrower and the Grantee entered into that certain Amended and Restated Collateral Agreement dated as of August 15, 2014 (as further amended, modified, restated, and/or supplemented from time to time, the "Collateral Agreement");

C. WHEREAS, pursuant to (i) the Collateral Agreement, and (ii) the Trademark Security Agreement entered into on August 15, 2014 by the Grantors in favor of the Grantee (the "Trademark Security Agreement"), the Grantor has granted to Grantee a continuing security interest in, and lien on, all of its right, title and interest in, to and under all of its intellectual property, including without limitation, those trademarks set forth on Schedule I hereto (collectively, the "Trademark Collateral");

D. WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 15, 2014, at Reel 5345 and Frame 0444; and

E. WHEREAS, the Grantee now wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all security interests, liens and encumbrances on or relating to the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee agrees as follows:

1. Termination and Release.

The Grantee, without representation, warranty or recourse of any kind, hereby terminates, cancels, discharges and fully releases its lien on and security interest in and to the Trademark Collateral. If and to the extent the Grantee has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby assigns and transfers such right title or interest to the Grantor, without representation, warranty or recourse of any kind.

The Grantee hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

2. Miscellaneous

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

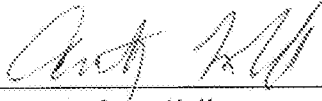
(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(c) The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed and delivered as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Anthony Kell
Title: Vice President

[Signature Page to Trademark Release Agreement]

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TRADEMARK
REEL: 006883 FRAME: 0530

SCHEDULE I

Trademark Registrations and Applications

Reel 5345/ Frame 0858

US Registered Trademarks:

All trademarks are held by APR Energy, LLC, a Delaware limited liability company

Trademark Name	Class	Filing Date	App. No.	Registration Number	Registration Date	Goods
APR ENERGY	07 Int., 37 Int., 39 Int., 40 Int.	4/25/2012	85/607888	4330688	5/7/2013	Power generation equipment, namely, mobile electric generators, engines and motors for the generation of electricity and electric power Installation and maintenance of power generation equipment Utility services, namely, generation and transmission of electricity and electric power; fastrack capacity power and electricity services, namely, providing standby electricity and electric power Rental of power generation equipment; generation of electricity and electric power
APR ENERGY	07 Int., 37 Int., 40 Int.	6/7/2011	85/339643	4145502	5/22/2012	Rapidly deployable turnkey power generation equipment, namely, engines and motors for the generation of electricity and power generators Installation and maintenance of rapidly deployable turnkey power generation equipment Rental of rapidly deployable turnkey power generation equipment
APR ENERGY (and Design)	07 Int., 37 Int., 40 Int.	12/19/2008	77/636838	3654109	7/14/2009	Rapidly deployable turnkey power generation equipment, namely, engines and motors for the generation of electricity and power generators Installation and maintenance of rapidly deployable turnkey power generation equipment Rental of rapidly deployable turnkey power generation equipment
APR ENERGY AND DESIGN	07 Int., 37 Int., 39 Int., 40 Int.	1/29/2013	85/834917	4534470	5/20/2014	Power generation equipment, namely, mobile electric generators, engines and motors for the generation of electricity and electric power Installation and maintenance of power generation equipment Utility services, namely, transmission of electricity and electric power; fast-track capacity power and electricity services, namely, providing standby electricity and electric power Rental of power generation equipment; generation of electricity and electric power

Trademark Name	Class	Filing Date	App. No.	Registration Number	Registration Date	Goods
POWERI NG YOUR PROGRE SS	37 Int., 39 Int., 40 Int.	2/19/2009	77/673496	3735181	1/5/2010	Installation and maintenance of rapidly deployable turnkey power generation equipment Utility services, namely, transmission of electricity Generation of electricity
POWERI NG YOUR PROGRE SS	07 Int., 37 Int., 39 Int., 40 Int.	4/25/2012	85/607875	4337442	5/21/2013	Power generation equipment, including engines and motors for the generation of electricity and power Installation and maintenance of power generation equipment Utility services, namely, transmission of electricity and power; fast-track capacity power and electricity services, namely, providing standby electricity and electric power Rental of power generation equipment; generation of electricity and electric power