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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM635611

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnson Bank		03/26/2021	Chartered Bank: WISCONSIN

RECEIVING PARTY DATA

Name:	Power Grid Engineering, LLC	
Street Address:	5744 Canton Cove #110	
City:	Winter Springs	
State/Country:	FLORIDA	
Postal Code:	32708	
Entity Type:	Limited Liability Company: FLORIDA	
Name:	Reuter & Hanney, Inc.	
Street Address:	149 Railroad Drive	
City:	Ivyland	
State/Country:	PENNSYLVANIA	
Postal Code:	18974	
Entity Type:	Corporation: PENNSYLVANIA	
Name:	Qualus Power Services Corp.	
Street Address:	4040 Rev Drive	
City:	Cincinnati	
State/Country:	OHIO	
Postal Code:	45232	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5314600	P POWER GRID ENGINEERING LLC
Registration Number:	5262741	POWER GRID ENGINEERING LLC
Registration Number: 4266727 REUTER HANNEY THE ELECTRICAL POWER SPECI		REUTER HANNEY THE ELECTRICAL POWER SPECI
Registration Number:	6125209	QUALUS POWER SERVICES

CORRESPONDENCE DATA

Fax Number:

TRADEMARK REEL: 007237 FRAME: 0923

900605896

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: tmadmin@reinhartlaw.com

Correspondent Name: Daniel E. Kattman
Address Line 1: 1000 N. Water Street

Address Line 2: Suite 1700

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Heidi R. Thole
SIGNATURE:	/hrt/
DATE SIGNED:	03/30/2021

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made as of March 26, 2021, from JOHNSON BANK, as administrative agent for certain benefited parties (in such capacity, the "Secured Party") to CE POWER ENGINEERED SERVICES, LLC, a Delaware limited liability company ("PES"), CE POWER SOLUTIONS, LLC, an Ohio limited liability company ("CE Power OH"), CE POWER SOLUTIONS OF FLORIDA, LLC, a Florida limited liability company ("CE Power FL"), UTILITIES PLUS ENERGY SERVICES, INC., a Minnesota corporation ("UPES"), REUTER & HANNEY, INC., f/k/a Reuhan, Inc., a Delaware corporation ("Reuter"), PGE HOLDING CORP., a Delaware corporation ("PGE Holdings"), POWER GRID ENGINEERING, LLC, a Florida limited liability company ("PGE") (PGE, PGE Holdings, PES, CE Power OH, CE Power FL, UPES and Reuter are sometimes referred to herein individually as a "Borrower" and collectively, the "Borrowers"), QUALUS POWER SERVICES CORP., a Delaware corporation (f/k/a CE POWER HOLDINGS, INC.) ("Parent" and together with the Borrowers, each a "Debtor", and collectively, the "Debtors"), with reference to the following facts:

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among PES, CE Power OH, CE Power FL, UPES, Reuter, Parent and the Secured Party, the Debtors granted a security interest to the Secured Party in substantially all of the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title, and interest of the Debtors' in, to and under the Trademark Collateral (as that term is hereinafter defined);

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 31, 2018, by and among the Debtors and the Secured Party, the Debtors, by reference to the Security Agreement, reaffirmed their intent to grant a security interest to the Secured Party in all of the Debtors' right, title, and interest in, to and under the following (whether existing or created or acquired after August 31, 2018): the Trademarks the Debtors registered with a United States Governmental Authority, or for which the Debtors had filed applications, which are referred to in Schedule 1 annexed hereto; and all products and proceeds of the foregoing (collectively referred to as the "Trademark Collateral").

WHEREAS the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on September 10, 2018 at Reel/Frame: 6438/0787.

WHEREAS, the Secured Party desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged: the Secured Party hereby states as follows:

1. <u>Release</u>. The Secured Party hereby unconditionally terminates, releases and discharges the entirety of its security interest in the Trademark Collateral; and any right, title and interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

- 2. <u>Definitions</u>. Capitalized terms used in this Release and not otherwise defined herein have meanings provided or provided by reference in the Security Agreement and the Trademark Security Agreement, as applicable.
- 3. <u>Further Assurances</u>. The Secured Party hereby agrees to, at the sole cost of the Debtors, 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 contemplated hereby.
- 4. Execution in Counterparts. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Debtors and the Secured Party have executed this Release of Security Interest in Trademarks as of the day and year first above written.

JOHNSON BANK, as administrative agent

Name: Robert A. Nielsen

Title: Senior Vice President

Signature Page to Trademark Security Agreement

SCHEDULE 1

Trademark Collateral

Trademark Registrations and Applications.

QUALUS POWER SERVICES	REUTER HANNEY THE ELECTRICAL POWER SPECIALISTS (Word Mark)	POWER GRID ENGINEERING LLC	ENGINEERING LLC	Mark
United States	United States	United States	United States	Country
Registered	Registered	Registered	Registered	Status
88099817	85453172	86930767	86930859	App. No.
August 30, 2018	October 21, 2011	March 7, 2016	March 7, 2016	Filing Date
6125209	4266727	5262741	5314600	Reg.
August 11, 2020	January 1, 2013	August 8, 2017	October 24, 2017	Reg. Date
Qualus Power Services Corp.	Reuter & Hanney, Inc.	Power Grid Engineering, LLC	Power Grid Engineering, LLC	Owner

RECORDED: 03/30/2021

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