

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
BNP Paribas	11/01/2012

RECEIVING PARTY DATA

Name:	Velcon Filters, LLC
Street Address:	1210 Garden of the God Road
Internal Address:	Attn: Keith McAsian
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80907

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	6569330
Patent Number:	6609411
Patent Number:	6920031
Patent Number:	6997327
Patent Number:	7187533
Patent Number:	7518719
Patent Number:	8149401
Application Number:	13208763
Application Number:	13021210
Application Number:	12914126
Application Number:	12861917
Application Number:	12652433
Application Number:	12644084

CORRESPONDENCE DATA

CH \$520.00 6569330

Fax Number: 2127288111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 728 8000
Email: ipdept@willkie.com
Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	119046.00012 KAW
-------------------------	------------------

NAME OF SUBMITTER:	Kim A.Walker
--------------------	--------------

Total Attachments: 6
source=Velcon - Patent Release#page1.tif
source=Velcon - Patent Release#page2.tif
source=Velcon - Patent Release#page3.tif
source=Velcon - Patent Release#page4.tif
source=Velcon - Patent Release#page5.tif
source=Velcon - Patent Release#page6.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of November 1, 2012 by **BNP PARIBAS**, as administrative agent for and representative of the Beneficiaries (in such capacity, the "Agent"), in favor of **VELCON FILTERS, LLC**, a Delaware limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, dated as of April 30, 2012, made by and among the Agent, the Obligor, and the other grantors named therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Obligor granted to the Agent, for the ratable benefit of the Lenders, a security interest (the "Security Interest") in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was entered into in connection with that certain Second Amended and Restated Credit Agreement, dated as April 30, 2012, made by and among the Agent, the Obligor and the Lenders;

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Grant of Patent Security Interest, dated as of April 30, 2012, in favor of the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on July 10, 2012 at Reel 028541/Frame 0395;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Patent Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interest in the Patent Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interest in the Patent Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "Patent Collateral," as used herein, shall mean all of the Obligor's right, title and interest in and to the following:

(a) all patent and patent applications issued or applied for and rights and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto, including all rights to sue for past, present and future infringements thereof and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of any patents or patent applications (the "Patents"); and

(b) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

2. Release of Security Interest. The Agent hereby terminates, discharges and releases to the Obligor the Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

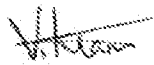
4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release by its duly authorized officer as of the date first above written.

BNP PARIBAS

By: 
Name: _____
Title: **CHARLES ROMANO**
DIRECTOR



Vikram Hiranandani
Vice President

SCHEDULE A

Patents

U.S. Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Owner(s)</u>
6569330	5/27/2003	Filter coalescer cartridge	Velcon Filters, LLC
6609411	8/26/2003	Apparatus for removing water from dielectric oil in electrical power transformers	Velcon Filters, LLC
6920031	7/19/2005	Static charge neutralizer	Velcon Filters, LLC
6997327	2/14/2006	Salt-tolerant, water absorbing filter	Velcon Filters, LLC
7187533	3/6/2007	Static charge neutralizer	Velcon Filters, LLC
7518719	4/14/2009	Contaminant analyzer for fuel	Velcon Filters, LLC and Physical Sciences, Inc. (joint owners)
8149401	4/3/2012	System and method for distinguishing particles in a transient fluid	Velcon Filters, LLC

U.S. Patents Pending:

<u>Application Number</u>	<u>Date Filed</u>	<u>Title</u>	<u>Owner</u>
13/208,763	8/12/2011	Electronic readout for piston-type differential pressure gauge	Velcon Filters, LLC
13/021,210	2/4/2011	Flow meter	Velcon Filters, LLC
12/914,126	10/28/2010	Perforated hexagon-hole tube support for synthetic screen separator	Velcon Filters, LLC
12/861,917	8/24/2010	Full-flow sensor for contamination of fluids	Velcon Filters, LLC
12/652,433	7/8/2010	System for collecting a fluid sample	Velcon Filters, LLC
12/644,084	12/22/2009	System for monitoring a transient fluid	Velcon Filters, LLC

Foreign Patents Issued:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Owner(s)</u>
2221599 (European Union)	8/25/2010	System and method for distinguishing particles in a transient fluid	Velcon Filters, LLC
1977215 (European Union)	10/8/2008	Contaminant analyzer for fuel	Velcon Filters, LLC
2473122 (UK)	3/2/2011	Full-flow sensor for contamination of fluids	Velcon Filters, LLC
2466572 (UK)	7/28/2010	System for monitoring a transient fluid	Velcon Filters, LLC

Foreign Patents Pending:

<u>Application Number</u>	<u>Date Filed</u>	<u>Title</u>	<u>Owner</u>
20120036937 (WIPO)	2/26/2012	Electronic readout for piston-type differential pressure gauge	Velcon Filters, LLC
102009060248 (Germany)	8/5/2010	System for monitoring a transient fluid	Velcon Filters, LLC