## 502158264 12/11/2012

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

### **CONVEYING PARTY DATA**

Name	Execution Date
Fifth Third Bank (Chicago)	12/06/2012

## RECEIVING PARTY DATA

Name:	Pipp Mobile Storage Systems, Inc.	
Street Address:	2966 Wilson Drive NW	
City:	Walker	
State/Country:	MICHIGAN	
Postal Code:	49534	

## PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5439281
Patent Number:	6158601
Patent Number:	6112917

#### **CORRESPONDENCE DATA**

Fax Number: 4142974900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414 271-2400

Email: IPDocketing@foley.com, jrodriguez@foley.com

Correspondent Name: Richard J. McKenna & Foley & Lardner LLP

Address Line 1: 777 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 103892-0101

NAME OF SUBMITTER: Richard J. McKenna

**Total Attachments: 3** 

source=Pipp Mobile 2 (12-6-12)#page1.tif source=Pipp Mobile 2 (12-6-12)#page2.tif source=Pipp Mobile 2 (12-6-12)#page3.tif

> PATENT REEL: 029446 FRAME: 0376

OP \$120.00 5439281

502158264

## RELEASE OF SECURITY INTEREST

This **RELEASE OF SECURITY INTEREST** (the "Release"), effective as of the date indicated below, is made by and between **FIFTH THIRD BANK** (**CHICAGO**), an Ohio banking corporation organized and existing under the laws of the United States of America ("<u>FIFTH THIRD</u>"), and a party to the Loan Agreement (defined below) with **PIPP MOBILE STORAGE SYSTEMS, INC.**, a corporation organized under the laws of Delaware ("<u>PIPP</u>"), with respect to all intellectual property assets identified or referred to in the Loan Agreement ("<u>PIPP's Intellectual Property</u>"), including but not limited to the patents, trademarks and service marks of Pipp and applications and registrations therefor, including those listed in Schedule A to this Release.

WHEREAS, PIPP entered into that certain Intellectual Property Security Agreement, dated as of February 28, 2005 (as amended, supplemented, replaced or otherwise modified from time to time) and Amendment No. 1 to this Agreement dated March 20, 2007, (collectively the "Loan Agreement"), with FIFTH THIRD;

WHEREAS, pursuant to the Loan Agreement, FIFTH THIRD recorded the security interests listed below with the U.S. Patent and Trademark Office (collectively, the "Recorded IP Security Interests"):

- Intellectual Property Security Agreement, dated as of February 28, 2005, in favor of FIFTH THIRD, which was recorded with the U.S. Patent and Trademark Office on March 9, 2005, at Reel/Frame No. 003043/0333.
- Amendment No. 1 to Intellectual Property Security Agreement, dated as of March 20, 2007, in favor of FIFTH THIRD, which was recorded with the U.S. Patent and Trademark Office on April 2, 2007, at Reel/Frame No. 019094/0530.
- Amendment No. 1 to Intellectual Property Security Agreement, dated as of March 20, 2007, in favor of FIFTH THIRD, which was recorded with the U.S. Patent and Trademark Office on April 2, 2007, at Reel/Frame No. 003512/0676.

WHEREAS, PIPP has requested that FIFTH THIRD release and discharge its security interest with respect to PIPP's Intellectual Property, which was granted to FIFTH THIRD pursuant to the Loan Agreement and Recorded IP Security Interests.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FIFTH THIRD hereby releases and fully discharges its security interest and any other right or right of control granted in the Loan Agreement in relation to PIPP's Intellectual Property. To the extent that FIFTH THIRD has any remaining right or interest in PIPP's Intellectual Property, FIFTH THIRD hereby assigns and agrees to assign such remaining right or interest to PIPP.

FIFTH THIRD will cooperate with PIPP, at the sole cost and expense of PIPP, including performance of any actions, and the execution and delivery of any documents necessary or appropriate to give effect to the intent and terms of this Release and allow PIPP to effectively record it with any appropriate government offices.

PATENT REEL: 029446 FRAME: 0377

IN WITNESS WHEREOF, FIFTH THIRD has caused this Release to be duly executed by its officer thereunto duly authorized, as of the day of vectors, 2012.

# FIFTH THIRD BANK (CHICAGO)

By: \_\_\_\_\_

Name: Orga warner
Title: AVP

# SCHEDULE A

# **TRADEMARKS**

<u>Mark</u>	Application/ Registration No.
DENSTOR	1214855
TRISTOR	1089211
XPAND & Design	3064041
PIPP	1344473

# **PATENTS**

<u>Title</u>	Application/ Patent No.
STORAGE SYSTEM	5439281
MODULAR MOBILE STORAGE SYSTEM	6158601
MOVEABLE FILE STORAGE SUPPORTING APPARATUS	6112917

4843-0403-5346.3

**RECORDED: 12/11/2012** 

PATENT REEL: 029446 FRAME: 0379