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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2663975

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

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A.	12/18/2013

RECEIVING PARTY DATA

Name:	NACCO MATERIALS HANDLING GROUP, INC.	
Street Address:	5875 LANDERBROOK DRIVE, SUITE 300	
City:	CLEVELAND	
State/Country:	ОНЮ	
Postal Code:	44124-4069	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7808502
Patent Number:	8587608

CORRESPONDENCE DATA

 Fax Number:
 (214)999-7919

 Phone:
 214-220-7919

 Email:
 jucooper@velaw.com

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

Correspondent Name: JULIE H COOPER

Address Line 1: 2001 ROSS AVENUE, SUITE 3700

Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	BAN177/32011
NAME OF SUBMITTER:	JULIE H. COOPER
Signature:	/julie h cooper/
Date:	12/31/2013

PATENT

REEL: 031864 FRAME: 0159

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of December 18, 2013 ("<u>Release</u>"), is made by Bank of America, N.A. ("<u>Administrative Agent</u>") in favor of NACCO Materials Handling Group, Inc. ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 22, 2012 (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Patents, Patent Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the Secured Parties, the Notice of Grant of Security Interest in Patents dated as of June 22, 2012 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 26, 2012 at Reel 028444 Frame 0829.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates the Notice and terminates, cancels, discharges, re-pledges, reassigns and releases the security interest it has against the Patents, Patent Licenses, and Proceeds of the foregoing, including, but not limited to, the Patents, Patent Licenses and Patent applications listed on Schedule A attached hereto;
- (b) if and to the extent the Administrative Agent has acquired any right, title or interest in, to or under any Patents, Patent Licenses, or Proceeds of the foregoing, assigns, transfers, conveys and delivers such right, title or interest to the Grantor;
- (c) agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense; and
- (d) authorizes and request that the Commissioner for Patents in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Grantor's sole expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A

Name: Tiffany Shin

Title: Assistant Vice President

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Schedule A

U.S. Patents

Issued Patents

Description	Patent No.	Issue Date
PERSPECTIVE EDITING TOOLS FOR 2-D IMAGES	7808502	10/5/10
PREVENTING PIXEL MODIFICATION OF AN IMAGE BASED	8587608	11/19/13
ONA METRIC INDICATING DISTORTION IN A 2D		
REPRESENTATION OF A 3D OBJECT		

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RECORDED: 12/31/2013