

## PATENT ASSIGNMENT SHEET

07/11/2014



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EPAS ID: PAT2918149

## SUBMISSION TYPE:

## NATURE OF CONVEYANCE:

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT

## CONVEYING PARTY DATA

Name	Execution Date
WELLS FARGO BANK, NATIONAL ASSOCIATION (SUCCESSOR IN INTEREST TO BURDALE CAPITAL FINANCE, INC.)	06/23/2014

## RECEIVING PARTY DATA

Name:	WELLCRAFT, LLC
Street Address:	925 FRISBIE STREET
City:	CADILLAC
State/Country:	MICHIGAN
Postal Code:	49601

## PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D376701

## CORRESPONDENCE DATA

Fax Number: (714)755-8290

*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.*

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Correspondent Name: LATHAM &amp; WATKINS LLP

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ATTORNEY DOCKET NUMBER: 048038-0004

NAME OF SUBMITTER: ANNA T KWAN

SIGNATURE: /atk/

DATE SIGNED: 06/27/2014

## Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENT COLLATERAL**

This TERMINATION AND RELEASE, dated as of June 23, 2014, is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national association banking association having an office at 1 South Broad Street, 3<sup>rd</sup> Floor, Philadelphia, Pennsylvania 19107 (successor-in-interest to BURDALE CAPITAL FINANCE, INC.), as agent (in such capacity, "Agent"), in favor of WELLCRAFT, LLC, a Delaware limited liability company having with its chief executive office at 925 Frisbie Street, Cadillac, Michigan 49601, as Debtor ("Wellcraft").

WHEREAS, pursuant to that certain Loan Agreement dated as of August 6, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Loan Agreement"), among Wellcraft, certain affiliates of Wellcraft, Agent and the lenders party thereto ("Lenders"), made extensions of credit to the Wellcraft and certain of its affiliates upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Wellcraft executed that certain Patent Collateral Assignment and Security Agreement, dated August 6, 2010 (as the same may be or may have been amended, restated or amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") pursuant to which the Wellcraft granted to the Agent (as successor agent to Burdale Capital Finance, Inc.), for the benefit of the Lenders, a security interest in certain pledged collateral, including, without limitation, the patent collateral listed in Schedule A (such pledged collateral, the "Patent Collateral");

WHEREAS, the Patent Security Agreement was recorded with United States Patent and Trademark Office (the "USPTO") on August 10, 2010 at Reel/Frame 024812/0066, in favor of Burdale Capital Finance, Inc.;

WHEREAS, Burdale Capital Finance, Inc. assigned the Patent Security Agreement to Agent pursuant to the Assignment of Interests in Patents, dated February 13, 2013 (the "Assignment"), through which Agent acquired all of the Burdale Capital Finance, Inc.'s right, title and interest in the Patent Collateral;

WHEREAS, the Assignment was recorded with the USPTO on February 21, 2013 at Reel/Frame 029845/0796 in favor of the Agent;

WHEREAS, Wellcraft satisfied all of the obligations contained in the Patent Security Agreement, and request that the Agent release its security interest in all right, title and interest of Wellcraft in and to the Patent Collateral;

WHEREAS, The Agent, now desires to terminate and release the entirety of its security interest in the Patent Collateral;

NOW, THEREFORE, the Agent, without recourse, representation or warranty and at Wellcraft's sole cost and expense, hereby TERMINATES and RELEASES all of its right, title and interest in and to the

security interests granted to the Agent pursuant to the Patent Security Agreement in the Patent Collateral, together with the goodwill of the business symbolized by said Patent Collateral, and the registrations of and applications for said Patent Collateral.

The Agent authorizes Wellcraft to record this TERMINATION AND RELEASE with the United States Patent and Trademark Office and other applicable registry and agrees to provide Wellcraft with any information and additional authorization necessary to effect the release of WELLS FARGO BANK NATIONAL ASSOCIATION'S security interest in the Patent Collateral.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By 

Name: Georgios Kyvernitis

Title: Authorized Signatory

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**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN PATENT COLLATERAL**

Schedule to Reel/Frames 024812/0066 and 029845/0796

Title	App. No.	Patent No.	Owner
Rotational Bolster Seat	29/047,327	D376701	Wellcraft, LLC