#### 503073750 11/24/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3120354

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
DEUTSCHE BANK AG, LONDON BRANCH	11/05/2014

## **RECEIVING PARTY DATA**

Name:	CONDUCTIX, INC.
Street Address:	200 REGENCY ONE
Internal Address:	10050 REGENCY CIRCLE
City:	ОМАНА
State/Country:	NEBRASKA
Postal Code:	68114

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6983834

#### CORRESPONDENCE DATA

Fax Number: (302)636-5454

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.

800-927-9801 X 62348 Phone: Email: ipaterso@cscinfo.com

Correspondent Name: CORPORATION SERVICE COMPANY Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, D.C. 20005

NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	11/24/2014

## **Total Attachments: 4**

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> **PATENT** REEL: 034249 FRAME: 0867 503073750

# RELEASE OF SECURITY INTEREST IN PATENTS

"Release") is made as of November 5, 2014 in favor of Conductix, Inc. ("Grantor") by Deutsche Bank AG, London Branch, as security agent for the Secured Parties (as defined in the Intercreditor Agreement defined below) (in such capacity, "Security Agent").

WHEREAS, Delachaux S.A., the original borrowers and the original guarantors party thereto, Security Agent, the financial institutions party thereto as original lenders and certain other parties as named therein entered into that certain Senior Facilities Agreement, dated as of September 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement");

WHEREAS, in connection with the Senior Facilities Agreement, Delachaux S.A., Security Agent, AET Structured Finance Services Pty Ltd, as Australian co-security agent, and certain other parties as named therein entered into that certain Intercreditor Agreement dated September 16, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, pursuant to that certain Security Agreement dated as of November 11, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and entered into in connection with the Senior Facilities Agreement, among Grantor, the other grantors named therein and Security Agent, Grantor created in favor of Security Agent a security interest in, and Security Agent became a secured creditor with respect to, the Patent Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, Grantor and Security Agent entered into that certain Patent Security Agreement dated as of November 11, 2011 (the "Patent Security Agreement"), whereby Grantor pledged, assigned and granted to Security Agent a security interest in all of Grantor's right, title and interest in, to and under all of the following, in each case, whether then owned by or owed to, or thereafter acquired by or arising in favor of Grantor (including under any trade name or derivations thereof) (the "Patent Collateral"):

- any and all patents and patent applications, including those listed on Schedule A hereto;
- (ii) all inventions and improvements described and claimed therein;
- (iii) all reissues, divisions, continuations, renewals, extensions, reexaminations, and continuations-in-part thereof;
- (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under or with respect thereto, including,

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without limitation, damages, claims and payments for past and future infringements, dilutions or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

- (v) all rights to sue for past, present, and future infringements, dilutions or other violations of the foregoing; and
- (vi) all rights corresponding to any of the foregoing throughout the world, but excluding any property, right or interest in which a security interest may not be granted under applicable law or under enforceable contractual restrictions binding on Grantor (or, in the case of the items described in the foregoing clauses (i) to (vi), would constitute or result in the abandonment of, invalidation of or rendering unenforceable any of Grantor's right, title or interest therein).

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on November 14, 2011 at Reel 027223, Frame 0949; and

WHEREAS, the Security Period has ended (as defined in the Security Agreement) and Security Agent has agreed to release its security interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Security Agent hereby, on behalf of itself and the Secured Parties (as defined in the Intercreditor Agreement) (i) terminates the Patent Security Agreement, (ii) terminates, cancels and releases any and all liens and security interests it has in, to and under the Patent Collateral, (iii) re-assigns to Grantor any right, title and interest they may have in, to and under the Patent Collateral and (iv) authorizes and requests the United States Patent and Trademark Office, and any other location where the security interest was filed, to note and record the existence of such release hereby given.

Security Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such necessary cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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

IN WITNESS WHEREOF, Security Agent has caused this Release to be executed by its duly authorized representative as of the date first set forth above.

UGHMUNTZ MOODABE

DEUTSCHE BANK AG, LONDON BRANCH

Name:

Title: Vikki Adams

Assistant Vice President

Signature Page to Release of Patent Security Interest

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PATENT REEL: 034249 FRAME: 0870 SCHEDULE A

PATENT REGISTRATIONS

raicht line	Filing Date/	Registration No.	Owner Name
	Issued Date		
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PATENT REEL: 034249 FRAME: 0871

RECORDED: 11/24/2014