## 503334470 06/03/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3381088

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST					
CONVEYING PARTY	ΔΑΤΑ						
		Name	Execution Date				
FIFTH THIRD BANK			06/01/2015				
RECEIVING PARTY D	ΑΤΑ						
Name:	ENTACT,	ACT, LLC					
Street Address:	1 E. OAK	DAK HILL DRIVE, SUITE 102					
City:	WESTMC						
State/Country:	ILLINOIS	LINOIS					
Postal Code:	60559	.9					
	e Totoli 6						
Property Type		Number					
Patent Number:		88947					
Patent Number:		91116					
Patent Number:		88623					
Patent Number:		67696					
		74176					
Patent Number:	59	31773					
using a fax number, if	(3 be sent to tl f provided; i	12)863-7865 <b>ne e-mail address first; if that is unsuc</b> f that is unsuccessful, it will be sent vi					
		2-201-3865					
Email: Correspondent Name:		aron.patterson@goldbergkohn.com IARON PATTERSON, PARALEGAL					
Address Line 1:		DLDBERG KOHN LTD, 55 E. MONROE S	ST.				
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Address Line 4:		2834.248					
Address Line 4: ATTORNEY DOCKET N	UMBER:	2834.248 SHARON PATTERSON					
	UMBER:						

Total Attachments: 4
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## **RELEASE OF SECURITY INTEREST IN PATENTS**

WHEREAS, ENTACT, LLC, a Delaware limited liability company ("Company"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 28, 2013 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement") by and among Fifth Third Bank, an Ohio banking corporation, with a place of business located at 222 W. Riverside Plaza, 30th Floor, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, "Agent") for itself and all other Lenders from time to time a party thereto ("Lenders"), all other Lenders, Company, and ENTACT Environmental Services, Inc., a Delaware corporation ("Holdings" and together with Company, "Borrowers" and each, a "Borrower"), Lenders have made certain commitments to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of December 28, 2013 (as heretofore amended, restated, amended and restated, supplemented or otherwise modified the "Security Agreement"), among Company, Agent and the other grantors named therein, and pursuant to the terms of that certain Grant of Patent Security Interest dated as of September 30, 2010 ("Grant of Patent Security Interest") executed by Company, Company has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

**WHEREAS**, the Grant of Patent Security Interest was recorded in the Patent Assignment Division of the United States Patent and Trademark Office on October 13, 2010 at Reel 25126, Frame 428; and

**WHEREAS**, Agent desires to terminate and release the entirety of its security interest in and liens upon the Patent Collateral.

**NOW, THEREFORE**, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Security Agreement, the receipt and sufficiency of which is hereby acknowledged, Agent hereby states as follows:

1. <u>Definitions</u>. The term "**Patent Collateral**," as used herein, shall mean all of the Company's right, title and interest to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (including, without limitation, those items listed on <u>Exhibit A</u> hereto):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, without limitation: (i) each patent and patent application referred to in <u>Exhibit A</u> hereto, (ii) all reissues, divisions,

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PATENT REEL: 035779 FRAME: 0555 continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, and (iv) all inventions and improvements described therein;

(b) all rights to sue for past, present and future infringements thereof;

(c) all licenses, claims, damages, and proceeds of suit arising therefrom; and

(d) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

2. <u>Release of Security Interest</u>. Agent hereby (i) terminates the Grant of Patent Security Interest and (ii) terminates, releases and discharges its lien on and security interest in and to the Patent Collateral, and hereby reassigns any and all right, title or interest that Agent may have in the Patent Collateral to the Company.

3. <u>Further Assurances</u>. Agent hereby agrees to, at the sole expense of Borrowers, duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest and liens contemplated hereby.

[Signature page follows.]

PATENT REEL: 035779 FRAME: 0556 IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of June 1, 2015.

FIFTH THIRD BANK By: Name: KC Beuker

Title: SVP

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PATENT REEL: 035779 FRAME: 0557

## EXHIBIT A TO RELEASE OF GRANT OF SECURITY INTEREST IN PATENTS

Entity Name	Patent Title	Application <u>Number</u>	Patent <u>Number</u>	Filing Date	Issue Date	Expiration <u>Date</u>
ENTACT, LLC	Apparatus and Method for Treating Hazardous Waste Material	08/346,634	5,588,947	11/29/1994	12/31/1996	11/29/2014
ENTACT, LLC	Method for Treatment of Solid Waste to Minimize Permeability of the Waste	08/488,946	5,591,116	06/09/1995	01/07/1997	06/09/2015
ENTACT, LLC	Method for Treatment of Solid Waste to Minimize Permeability of the Waste	08/617,481	5,788,623	03/15/1996	08/04/1998	03/15/2016
ENTACT, LLC	Method for Treatment and Disposal of Lead Based Paint	08/614,960	5,667,696	03/11/1996	09/16/1997	03/11/2016
ENTACT, LLC	Method for Treatment of Solid Waste to Minimize Heavy Metals	08/726,622	5,674,176	10/07/1996	10/07/1997	10/07/2016
ENTACT, LLC	Method for Treatment of Solid Waste to Minimize Permeability of the Waste	08/867,585	5,931,773	06/02/1997	08/03/1999	06/02/2017