

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4198580

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF SCOTLAND PLC	12/22/2016
RECEIVING PARTY DATA	
Name:	CLYDE BERGEMANN, INC.
Street Address:	4015 PRESIDENTIAL PARKWAY
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30340
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6892679
Patent Number:	7367079
Patent Number:	7026598
Patent Number:	6581549
Patent Number:	6055943
Patent Number:	5505163
Patent Number:	8239998
Patent Number:	5414887
PCT Number:	US2010091342
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Email:	carlu.franceschini@freshfields.com
Correspondent Name:	FRESHFIELDS BRUCKHAUS DERINGER US LLP
Address Line 1:	601 LEXINGTON AVENUE, 31ST FLOOR
Address Line 2:	CARLU FRANCESCHINI
Address Line 4:	NEW YORK, NEW YORK 10012
NAME OF SUBMITTER:	CARLU FRANCESCHINI
SIGNATURE:	/Cf2016/

DATE SIGNED:

12/22/2016

Total Attachments: 9

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PATENT

REEL: 040754 FRAME: 0135

RELEASE OF IP SECURITY INTEREST

This Release of Security Interest (this "Release") is made as of December 22, 2016 by and between the Bank of Scotland plc, as agent and security trustee for itself and for each of the other Secured Parties ("Security Agent"), in favor of Clyde Bergemann, Inc., Clyde Bergemann Power Group Americas Inc., each, a Delaware corporation, and Clyde Bergemann Bachmann, Inc., a Maine corporation (together, the "Pledgor") and their respective successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of June 27, 2012 (the "Guaranty and Collateral Agreement"), among the Security Agent, Pledgor and lenders party thereto, the Pledgor executed and delivered to the Security Agent (i) that certain Trademark Security Agreement, dated as of June 27, 2012 (the "Trademark Security Agreement"), (ii) a supplement to the Trademark Agreement, dated as of January 31, 2013 ("Supplement No. 1"), and (iii) that certain Patent Security Agreement, dated as of June 27, 2012 (the "Patent Security Agreement"), in each case by and between the Pledgor and Security Agent (collectively, with the Guaranty and Collateral Agreement, the "Security Agreements");

Whereas, pursuant to the Security Agreements, the Pledgor granted and pledged to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Pledgor, in and to the IP Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") as set forth at Reel 4815, Frame 0588 on July 5, 2012; Supplement No. 1 was recorded with the USPTO as set forth at Reel 4958, Frame 0539 on February 8, 2013; and the Patent Security Agreement was recorded with the USPTO as set forth at Reel 028502, Frame 0074; and

WHEREAS, each Pledgor has requested that the Security Agent enter into this Release in order to effectuate, evidence and record the release of any and all rights granted to Pledgors in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

SECTION 1 Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Guaranty and Collateral Agreement.

SECTION 2 Release of Security Interest. Security Agent, on behalf of each Pledgor, hereby terminates, releases and discharges any and all security interests, granted pursuant to the Security Agreements, in and to all of its right, title and interest in, to and under the IP Collateral, and hereby reassigns grants and conveys to each relevant Pledgor, without any representation, warranty, or further undertaking by the Security Agent, all of its right, title and interest, if any, granted pursuant to the Security Agreements, in and to the following (the "IP Collateral"):

(i) The Patents and Patent applications set forth on **Exhibit A** attached hereto, and all reissues, divisions, continuations, continuations-in-part, extensions, reexaminations and renewals of any of the foregoing;

(ii) The Trademarks and Trademark applications set forth on Exhibit B attached hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals of any of the foregoing, and

(iii) all proceeds of any and all of the foregoing.

SECTION 3. Recordation. Security Agent authorizes each Pledgor, or each Pledgor's authorized representative, to record this Release with the USPTO or any other governmental agency.

SECTION 4. Further Assurances. Security Agent agrees to take all further actions, and provide each Pledgor all such cooperation and assistance, including without limitation, to duly execute and deliver to each Pledgor any further documents and to do such other acts that each Pledgor (or its agents or designees) reasonably requests, at each relevant Pledgor's sole cost and expense, in order to confirm, effectuate or record this Release.

SECTION 5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

BANK OF SCOTLAND PLC

By: 

Name: IAN PIRRIE

Title: DIRECTOR

Exhibit A
Patents

Owner	Patent Name	Application Number	Application Date	Patent Number	Registration Date	Jurisdiction	Status	Security Interests
Clyde Bergmann, Inc.	MULTI-MEDIA ROTATING SCOTBLOWER AND AUTOMATIC INDUSTRIAL BOILER CLEANING SYSTEM	10/612,245	02.07.2003	US 6,892,679	17.05.2005	US	Patented	Conveyance: PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGEMANN INC. Assignee: BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ Recorded: 05.07.2012 Exec Date: 27.06.2012
Clyde Bergmann, Inc.	INTEGRAL PACKING HOUSING AND PACKING MATERIAL UNIT	10/612,195	02.07.2003	US 7,367,079	06.05.2008	US	Patented	Conveyance: PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGEMANN INC. Assignee: BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ Recorded: 05.07.2012 Exec Date: 27.06.2012
Clyde Bergmann, Inc.	VECTOR-BASED TARGETING CONTROL FOR A WATER CANNON	10/678,983	20.02.2002	US 7,026,598	11.04.2006	US	Patented	Conveyance: PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGEMANN INC. Assignee: BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ Recorded: 05.07.2012 Exec Date: 27.06.2012

Owner	Patent Name	Application Number	Application Date	Patent Number	Registration Date	Jurisdiction	Status	Security Interests
Clyde Bergmann, Inc.	INTEGRAL PACKING HOUSING AND PACKING MATERIAL UNIT	2,491,952	02.07.2003	2,491,952	15.01.2004	CA	issued	N/A
Clyde Bergmann, Inc.	INTEGRAL PACKING HOUSING AND PACKING MATERIAL UNIT	03763126.4	02.07.2003	Pub 1576333	Pending Published 21.09.2005	EP	Published	N/A
Clyde Bergmann, Inc.	SOOTBLOWER LANCE PORT WITH LEAK RESISTANT CARDON JOINT	09/944,924	31.08.2001	6,581,549	24.06.2003	US	Patented	Conveyance: PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGMANN INC. Assignee: BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EH1 1YZ Recorded: 05.07.2012 Exec Date 27.06.2012
Clyde Bergmann, Inc.	MULTI-MEDIA ROTATING SOOTBLOWER AND AUTOMATIC INDUSTRIAL BOILER CLEANING SYSTEM	2,491,960	02.07.2003	2,491,960	02.07.2010	CA	issued	N/A
Clyde Bergmann, Inc.	MULTI-MEDIA ROTATING SOOTBLOWER AND AUTOMATIC INDUSTRIAL BOILER CLEANING SYSTEM	03763188.4	02.07.2003	Pub 1535011	Pending Published 01.06.2005	EP	Published	N/A
Clyde Bergmann, Inc. C/O ANTHONY ROSS COMPANY	AIR PORT CASTING	09/157,789	21.09.1998	6,055,943	21.05.2000	US	Patented	Conveyance: PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGMANN INC. Assignee:

Owner	Patent Name	Application Number	Application Date	Patent Number	Registration Date	Jurisdiction	Status	Security Interests
								BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ Recorded: 05.07.2012 Exec Date 27.06.2012
Clyde Bergmann, Inc.	SOOTBLOWER HAVING A NOZZLE WITH DEEP REACHING JETZTS AND EDGE CLEANING	PCT/US/2010 723459	08.02.2010	2010091342	Pub 12.08.2010	WO	Published	N/A
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	08210.321	18.03.1994	5,505,163	09.04.1996	US	This may have expired on 18.03.1994 Reexam issued 06.07.1999 -may have expired 06.07.2016 See below note section	Conveyance: PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGEMANN INC. Assignee: BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ Recorded: 05.07.2012 Exec Date 27.06.2012
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	18784	02.02.1995	1,874,495	18.06.1996	AU	Lapsed	N/A
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	2,185,561	02.02.1995	2,185,561	05.06.2003	CA	Expired	N/A
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	19960019219	02.02.1995	2,301,645	24.12.1997	GB	Expired ; not in force date: 01.02.2015	N/A
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	0,524,637	02.02.1995	3,447,297	15.09.2003	JP	Cancelled (NO PAYMENT OF ANNUAL FEES)	N/A
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	68455	12.08.1996	6845596	24.05.2000	AU	Lapsed	None listed
Clyde Bergmann, Inc.	SOOT BLOWER NOZZLE	0,024,116	12.08.1996	2,328,485	24.05.2000	GB	Ceased; not	None listed

Owner	Patent Name	Application Number	Application Date	Patent Number	Registration Date	Jurisdiction	Status	Security Interests
Bergmann, Inc.	NOZZLE						In force date 12.08.2005	
Clyde Bergmann, Inc.	SOOTBLOWER WITH MODULAR CONOPY	12/502,352	14.07.2009	8,239,998	14.08.2012	US	Patented	Conveyance PATENT SECURITY AGREEMENT Reel/Frame: 028502 / 0074 Assignor: CLYDE BERGEMANN INC. Assignee: BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ Recorded: 05.07.2012 Exec Date: 27.06.2012
Clyde Bergmann, Inc.	APPARATUS FOR CLEANING AIR PORTS OF A CHEMICAL RECOVERY FURNACE	923,242	31.07.1992	5,414,687	16.05.1995	US	Expired	BANK OF SCOTLAND PLC THE MOUND EDINBURGH, UNITED KINGDOM EEH1 1YZ

Exhibit B
Trademarks

Owner	Mark	Serial Number	Application Date	Registration Number	Registration Date	Country/State
Clyde Bergeman Inc. Clyde Bergemann Power Group Americas Inc.	ENVIRONMENTAL ELEMENTS CORPORATION (Stylized)	74480859	21.01.1994	1,875,137	24.01.1995	US
Clyde Bergemann Inc. Clyde Bergemann Power Group Americas Inc.	RIGITRODE	74486106	03.02.1994	1,900,428	20.06.1995	US
Clyde Bergemann Inc.	FPA	75656877	08.03.1999	2,321,641	22.02.2000 (Cancelled 24.09.2010)	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	ARMOR GLIDE	78057670	10.04.2001	2,656,598	03.12.2002	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMART SENSOR	78081600	29.08.2001	2,730,948	24.06.2003	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMARTLANCE	78174947	16.10.2002	2,753,235	19.08.2003	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMARTCONTROLS	78081631	29.08.2001	2,801,615	30.12.2003	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMARTCONVECTION	78174960	16.10.2002	2,814,373	10.02.2004	US

Owner	Mark	Serial Number	Application Date	Registration Number	Registration Date	Country/State
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMART CLEAN	78102528	14.01.2002	2,815,722	17.02.2004	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMARTCANNON	78081405	28.08.2001	2,890,554	28.09.2004	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	SMARTGAUGE	78335238	02.12.2003	2,993,472	06.09.2005	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	CLYBER	77181443	15.05.2007	3,680,300	08.09.2009	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	CLYBERLUBE	77182052	16.05.2007	3,693,092	06.10.2009	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	CLYBER	77181425	15.05.2007	3,702,027	27.10.2009 (Cancelled 03.06.2016)	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	CLYBER	77181435	15.05.2007	3,702,028	27.10.2009	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	CLYBER	77181450	15.05.2007	3,702,029	27.10.2009	US
Clyde Bergemann, Inc. Clyde Bergemann Power Group Americas Inc.	ASHCON	85020585	22.04.2010	N/A	N/A (Abandoned)	US

Owner	Mark	Serial Number	Application Date	Registration Number	Registration Date	Country/State
Clyde Bergemann Power Group Americas Inc.					07/01/2016)	
Clyde Bergemann Bachmann, Inc.,	BACHMANN (& Design) 	280289	07.06.1996			EU
Clyde Bergemann Bachmann, Inc.,	BACHMANN (& Design) 	75110789	28.05.1996	2115406	25.11.1997	US
Clyde Bergemann Bachmann, Inc.,	BACHMANN (& Design) 	75110791	28.05.1996	2117471	02.12.1997	US