# 504298213 03/30/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4344894

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
COI SOFTWARE, INC.	12/15/2015

#### **RECEIVING PARTY DATA**

Name:	KEPWARE, INC.
Street Address:	400 CONGRESS STREET
City:	PORTLAND
State/Country:	MAINE
Postal Code:	04112

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6728262

#### **CORRESPONDENCE DATA**

**Fax Number:** (617)737-5020

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.

**Phone:** 6177375010

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Correspondent Name: PATENT GC LLC

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ATTORNEY DOCKET NUMBER:	PTC-02US01
NAME OF SUBMITTER:	ALEXANDER FRANCO
SIGNATURE:	/Alexander Franco/
DATE SIGNED:	03/30/2017

# **Total Attachments: 2**

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PATENT 504298213 REEL: 041797 FRAME: 0267

## RELEASE OF PATENT SECURITY AGREEMENT

This RELEASE OF PATENT SECURITY AGREEMENT ("Release") is made and effective as of the execution date below and granted by COI Software, Inc. (the "Secured Party"), a Texas corporation, in favor of Kepware, Inc., a Maine corporation (the "Debtor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to a certain Asset Purchase Agreement, dated September 7, 2007, between Debtor and Secured party, as of September 7, 2007, Debtor owns certain Patents described below;

WHEREAS, Debtor and Secured Party are parties to a Promissory Note, Security Agreement and Patent Security Agreement, each dated September 7, 2007 (herein, as from time to time amended, supplemented, or restated, called the "Financing Agreements"; capitalized terms used but not defined herein shall have the meanings given them in the Financing Agreements); and

WHEREAS, pursuant to the terms of the Financing Agreements, Debtor granted to Secured Party for the benefit of Secured Party a continuing security interest in various assets of Debtor, including all right, title and interest of Debtor in, to and under the Patent Collateral (as defined below) whether then owned or existing or thereafter acquired or arising, to secure certain Obligations;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 019872/0089 on September 25, 2007; and

WHEREAS, the Debtor requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Debtor of any and all right, title and interest the Secured Party may have in the Patent Collateral pursuant to the Financing Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

- 1. <u>Release of Security Interest</u>. Secured party, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the Patent Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Financing Agreements in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Patent Collateral"):
  - (a) U.S. Patent Number 6,728,262 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");
  - (b) all rights of any kind whatsoever of such Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all license and other agreements in which such Debtor has granted or is granted a license or other right under any Patent;
  - (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

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- (e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Secured Party agrees to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law</u>. 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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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

COI SOFTWARE, INC.

as Secured Party

Executed on:

Name: Stephen Woram

Title: President

Address for Notices:

4450 Sojourn Drive, Suite 300

Addison, Texas 75001