## 504327418 04/19/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4374103

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
FIFTH THIRD BANK	03/31/2017

#### **RECEIVING PARTY DATA**

Name:	U.S. INDUSTRIAL TOOL AND SUPPLY COMPANY		
Street Address:	14083 SOUTH NORMANDIE AVENUE		
City:	GARDENA		
State/Country:	CALIFORNIA		
Postal Code:	90249		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8888416
Patent Number:	7290431

#### **CORRESPONDENCE DATA**

**Fax Number:** (866)220-2957

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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ATTORNEY DOCKET NUMBER:	<b>EY DOCKET NUMBER:</b> 104085-000412	
NAME OF SUBMITTER:	MATTHEW T. HAYS	
SIGNATURE:	/MATTHEW T. HAYS/	
DATE SIGNED:	04/19/2017	

#### **Total Attachments: 4**

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> PATENT REEL: 042055 FRAME: 0702

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### RELEASE OF PATENT SECURITY INTEREST

(Senior Debt)

This RELEASE OF PATENT SECURITY INTEREST ("Release") is made and effective as of March 31, 2017 and granted by FIFTH THIRD BANK, an Ohio banking corporation (the "Secured Party"), as the secured party under the Loan Agreement referred to below, in favor of U.S. INDUSTRIAL TOOL AND SUPPLY COMPANY, a Delaware corporation (the "Grantor") and its/their successors, assigns and legal representatives.

WHEREAS, Grantor previously assigned and granted to Secured Party a security interest in and to various patents, patent registrations, patent applications, and patent licenses pursuant to and as listed in that certain Patent Security Agreement, dated as of December 21, 2012, which was recorded at the United States Patent and Trademark Office on January 5, 2013 at Reel 029573, Frame 0224 (the "Patent Security Agreement").

WHEREAS, pursuant to the Patent Security Agreement, the Grantor pledged and granted to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below);

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

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

- 1. Release of Security Interest. 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 Patent Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Patent Collateral"):
  - (a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in **Schedule 1** hereto, 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 Grantor 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 Grantor has granted or is granted a license or other right under any Patent;

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- (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
- (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. Further Assurances. Secured Party agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor 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 Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- **3. 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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

PATENT REEL: 042055 FRAME: 0704 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.

FIFTH THIRD BANK

as Secured Party

Name: Donald K. Mitchell

Title: Vice President

# **SCHEDULE 1**

## PATENTS AND PATENT APPLICATIONS

<b>Invention Title</b>	Application No.	Filing Date	Patent No.	Issue Date
METHOD AND	13/074,292	03-29-2011	8,888,416	11-18-2014
SYSTEM FOR				
DRILL WITH				
INTERRUPTED				
FEED				
RIVET	11/622,905	01-12-2007	7,290,431	11-06-2007
SQUEEZER				

PATENT REEL: 042055 FRAME: 0706

**RECORDED: 04/19/2017**