

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4333610

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF RELEASE OF SECURITY INTEREST IN PATENTS (SECOND LIEN)
CONVEYING PARTY DATA	
Name	Execution Date
NB PRIVATE DEBT FUND LP	03/10/2017
RECEIVING PARTY DATA	
Name:	TOTAL FLEET SOLUTIONS, LTD.
Street Address:	7050 SPRING MEADOWS DR. WEST
City:	HOLLAND
State/Country:	OHIO
Postal Code:	43528
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8201463
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>	
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Correspondent Name:	VIRGINIA F. MANN
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Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	20352-026
NAME OF SUBMITTER:	VIRGINIA F. MANN
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	03/23/2017
Total Attachments: 4	
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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN PATENTS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), effective as of March 10, 2017 is made by NB Private Debt Fund LP, in its capacity as agent (referred to herein as the “Agent”), in favor of Total Fleet Solutions, Ltd., an Ohio limited partnership (the “Company”), pursuant to that certain Guarantee and Collateral Agreement, dated as of December 14, 2015 (as amended or modified from time to time, the “Collateral Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the Patent Security Agreement, dated as of December 14, 2015 in favor of the Agent (the “Patent Security Agreement”);

WHEREAS, pursuant to the Patent Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in certain intellectual property, including but not limited to the patents of the Company set forth on Schedule A attached hereto (the “Released Patents”);

WHEREAS, the Agent recorded its security interest in the Released Patents with the United States Patent and Trademark Office (the “USPTO”) on December 15, 2015, at Reel/Frame No. 37290/0354; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Patents.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Patent Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Patents and/or (iii) otherwise

record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Companies' right, title and interest in, to and under the Released Patents.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to conflicts of laws principles.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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

NB PRIVATE DEBT FUND LP,
as Agent

A handwritten signature in black ink, appearing to be 'TL', written over a horizontal line.

By: _____

Name: Teale Long

Title: Duly Authorized Signatory

[Signature Page – Notice of Release of Security Interest in Patent Rights in Favor of Total Fleet Solutions, Ltd.]

PATENT
REEL: 042081 FRAME: 0378

SCHEDULE A

U.S. Patent Applications and Registrations

Patent	Patent No.	Issue Date
Lift Truck Clamp Test System	8,201,463	June 19, 2012