### 504456664 07/14/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4503365

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
DLI LENDING AGENT, LLC	06/30/2017

#### **RECEIVING PARTY DATA**

Name:	ECTOLINK, LLC	
Street Address:	211 EAST TYLER ST.	
Internal Address:	SUITE 600-A	
City:	LONGVIEW	
State/Country:	TEXAS	
Postal Code:	75601	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	5826245	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: DCohen@mintz.com
Correspondent Name: DAVID B. COHEN
Address Line 1: MINTZ LEVIN

Address Line 2: 666 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	51682
NAME OF SUBMITTER:	ROBERT C. SWEENEY
SIGNATURE:	/Robert C. Sweeney/
DATE SIGNED:	07/14/2017

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

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PATENT 504456664 REEL: 043004 FRAME: 0058

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "<u>Termination and Release</u>") is executed and delivered as of June 30, 2017, by DLI Lending Agent, LLC (f/k/a Blackbird Financial Group, LLC), as administrative agent and collateral agent ("<u>Agent</u>") for certain banks and other financial institutions or entities (the "<u>Lenders</u>"), in favor the undersigned (the "<u>Grantor</u>").

## WITNESSETH:

WHEREAS, Grantor owns the patents listed on Schedule A;

WHEREAS, the Grantors have entered into the Security Agreement, dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent for the benefit of the Lenders and the other secured parties referenced therein and an Intellectual Property Security Agreement, dated as of May 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement" and, together with the Security Agreement, the "Security Agreements") in favor of the Agent for the benefit of the Lenders and the other secured parties referenced therein;

WHEREAS, pursuant to the Security Agreements, a security interest (the "<u>Security Interest</u>") was granted by the Grantor to the Agent in the Specified Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, in consideration of the satisfaction of the obligations secured by the Security Interest, the Agent now desires to terminate and release the entirety of its Security Interest in the Specified Intellectual Property Collateral.

NOW, THEREFORE, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "<u>Specified Intellectual Property Collateral</u>", as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof solely in the Grantor's patents listed on <u>Schedule A</u> hereto. All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreements.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases, and discharges its Security Interest solely in the Specified Intellectual Property Collateral, and any right, title or interest of the Agent in such Specified Intellectual Property Collateral shall hereby cease and become void. Except as expressly provided herein, the execution, delivery and effectiveness of this Termination and Release and the release contemplated herein shall not operate as a waiver of any right, power or remedy of any Lender or the Agent under the Credit Agreement or any other Loan Document, nor shall it constitute a waiver of any provision of the Credit Agreement or any Loan Document.

PATENT REEL: 043004 FRAME: 0059

- 3. <u>Recordation</u>. Grantor, or its designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Agent authorizes and requests that the USPTO to record this release of Security Interest.
- 4. <u>Further Assurances</u>. The Agent hereby agrees to 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 contemplated hereby, in each case at Grantor's expense and in form and substance reasonably satisfactory to Agent.

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PATENT REEL: 043004 FRAME: 0060 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DLI LENDING AGENT, LLC, as Agent

Name: Robert Enayati
Title: General Counsel

PATENT REEL: 043004 FRAME: 0061

## Schedule A

Patent No. or Application No.	Country	Title	Inventor Name	Filing Date
5,826,245	U.S.	Providing Verification	Erik Sandberg-	March 20,
	U.S.	Information for a Transaction	Diment	1995
6,075,912	U.S.	Apparatus for Coupling Wave	Douglas S.	March 17,
	U.S.	Beams Into an Optical Waveguide	Goodman	1998

PATENT REEL: 043004 FRAME: 0062

**RECORDED: 07/14/2017**