# 504476007 07/27/2017 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4522709

SUBMISSION TYPE: NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST							
CONVEYING PARTY DATA	-							
	Name	Execution Date						
FIFTH THIRD BANK		07/20/2017						
<b>RECEIVING PARTY DATA</b>	RECEIVING PARTY DATA							
Name: PRIDE ENG	GINEERING, LLC							
Street Address: 9401 73RD	RD AVENUE NORTH, SUITE 200							
City: MINNEAPC	DLIS							
State/Country: MINNESOT	Ā							
Postal Code: 55428								
PROPERTY NUMBERS Total: 5								
Property Type	Number							
Patent Number: 6490	0904							
Patent Number: 729	)428							
Patent Number: 7520	6937							
Patent Number: 710	7811							
Application Number: 622	13408							
CORRESPONDENCE DATA								
Fax Number:								
	e-mail address first; if that is unsuc that is unsuccessful, it will be sent v							
	3704750							
•								
Address Line 1: 102	1025 VERMONT AVE NW, SUITE 1130							
Address Line 2: COC	OGENCY GLOBAL INC.							
Address Line 4: WAS	WASHINGTON, D.C. 20005							
ATTORNEY DOCKET NUMBER:	F171621							
NAME OF SUBMITTER:	TIMOTHY MCNEILLY							
SIGNATURE:	/Timothy McNeilly/							
DATE SIGNED:	07/27/2017							
Total Attachments: 3								

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#### **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "<u>Release</u>") is made as of July 20, 2017 ("<u>Effective Date</u>") by FIFTH THIRD BANK, an Ohio banking corporation, as Lender ("<u>Secured Party</u>"), in favor of PRIDE ENGINEERING, LLC, a Delaware limited liability company ("<u>Grantor</u>").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement by and between Secured Party and Grantor dated December 18, 2015 (the "<u>IP Security Agreement</u>"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.), Grantor granted to Secured Party a continuing security interest in and to all of Grantor's right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement), including, without limitation, the Patents and Trademarks (as each term is defined in the IP Security Agreement) set forth on Schedule A attached hereto;

WHEREAS, Grantor and Secured Party entered into the IP Security Agreement pursuant to the terms and conditions of that certain Amended and Restated Loan and Security Agreement by and among Grantor, Pride Engineering Holdings, LLC, Pride Engineering DISC, Inc., and Secured Party dated December 18, 2015 (the "Security Agreement");

**WHEREAS,** the IP Security Agreement was recorded in the Assignment Recordation Branch Public Records Division of the United States Patent and Trademark Office ("<u>PTO</u>") on December 22, 2015, at (i) Reel 5696, Frame 0044, (ii) Reel 037353, Frame 0040, (iii) Reel 5270, Frame 0052, and (iv) Reel 032777, Frame 0605; and

**WHEREAS,** Grantor and the other Borrowers have paid all of its outstanding Liabilities (as defined in the Security Agreement) to Secured Party (other than those liabilities that survive the termination thereof by its terms).

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the IP Security Agreement (other than with respect to those liabilities that survive the termination thereof by its terms), and hereby terminates its right and title to and against the IP Collateral.

Secured Party represents and warrants that: (i) it has the power and authority to execute this Release; and (ii) it has not assigned or encumbered any right or title it has to or against the IP Collateral.

Secured Party shall, at Grantor's sole expense, take all actions further reasonably requested in writing by Grantor (including the execution and delivery of any necessary documents), to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

### FIFTH THIRD BANK,

an Ohio banking corporation, as Secured Party

By: Mich Tom Name: Michael Tomarox Its: Proscipal

#### PATENT REEL: 043112 FRAME: 0097

## **SCHEDULE A**

### **Issued Patents and Patent Applications**

Country	Entity	Patent Description	Patent No.	Application No.
		Double Action Bottom		09/858,242
	Pride Engineering,	Former for High Cyclic		
USA	LLC	Operation	6,490,904	
	Pride Engineering,	Can Bottom Forming		11/346,132
USA	LLC	Assembly (Model 100)	7,290,428	
	Pride Engineering,	Can Bottom Forming		11/904,861
USA	LLC	Assembly (Model 250)	7,526,937	
	Pride Engineering,			11/251,395
USA	LLC	Tool Pack Assembly	7,107,811	
	Pride Engineering,	Floating Clamp Ring		62/213,408
USA	LLC	Assembly	N/A	

# **Trademark Registrations**

Entity	Mark	Country	Reg. No.	Serial. No.
Pride	"Guardian"	USA	3,386,122	77117323
Engineering, LLC				
Pride	"Pride Touch"	USA	3,314,585	78883580
Engineering, LLC				
Pride Engineering, LLC	<b>PRIDE</b>	USA	4,991,314	86630095
Pride	TRUE PRIDE	USA	N/A	86629971
Engineering, LLC				
Pride	INFINITE CERAMIC	USA	5,074,228	86629932
Engineering, LLC				

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