

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4579142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CORTLAND PRODUCTS CORP (F/K/A GLEACHER PRODUCTS CORP.)	08/31/2017
RECEIVING PARTY DATA	
Name:	QUALSERV SOLUTIONS, LLC (SUCCESSOR TO QUALSERV CORPORATION)
Street Address:	7400 SOUTH 28TH STREET
City:	FORT SMITH
State/Country:	ARKANSAS
Postal Code:	72908
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5715745
Patent Number:	5249435
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
<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:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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Address Line 2:	MONIQUE L. RIBANDO
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ATTORNEY DOCKET NUMBER:	610710/109
NAME OF SUBMITTER:	JENNA S. CANTOR
SIGNATURE:	/s Jenna S. Cantor /s
DATE SIGNED:	09/05/2017
Total Attachments: 4	
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS (this "Release") , dated as of August 31, 2017 is made by Cortland Products Corp. (f/k/a Gleacher Products Corp.), as administrative and collateral agent (the "Agent"), under that certain Security Agreement (Patents), dated as of November 12, 2008, by QualServ Solutions, LLC, a Delaware limited liability company (the "Grantor," as successor-by-assignment from QualServ Corporation, a Delaware corporation ("QualServ Corporation"), in favor of the Agent (as successor-by-assignment from CIT Lending Services Corporation, a Delaware corporation ("CIT")) (the "Patent Security Agreement").

WHEREAS, pursuant to the Patent Security Agreement, the Grantor granted a security interest to CIT in, and mortgage on, all right, title and interest of Grantor in and to the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (the "Patents"), together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Patent Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations; and

WHEREAS, an executed copy of the Patent Security Agreement was recorded with the Patent Assignment Recordation Branch of the United States Patent and Trademark Office on November 18, 2008, at Reel 021838, Frame 0988; and

WHEREAS, pursuant to that certain Assignment of Patent Security Agreement, dated as of June 15, 2012, by and between the Agent and CIT, CIT assigned all of its rights, powers and privileges under the Patent Security Agreement, including the full, exclusive and entire right, title and interest of CIT in the Patent Collateral, to the Agent; and

WHEREAS, an executed copy of the of the Assignment of Patent Security Agreement was recorded with the Patent Assignment Recordation Branch of the United States Patent and Trademark Office on June 19, 2012, at Reel 028401, Frame 0725; and

WHEREAS, pursuant to that certain Patent Assignment, dated as of October 31, 2013, QualServ Corporation assigned all of its right, title and interest in and to the Patent Collateral to the Grantor; and

WHEREAS, an executed copy of the Patent Assignment was recorded with the Patent Assignment Recordation Branch of the United States Patent and Trademark Office on November 4, 2013, at Reel 031579, Frame 0519; and

WHEREAS, the Grantor executed a Security Agreement (Patents), effective as of November 12, 2008 ("Second Patent Security Agreement"), pursuant to which the Grantor granted a security interest to the Agent in the Patent Collateral to secure the prompt payment, performance and observance of the Secured Obligations, which Security Agreement (Patents) was not recorded with the U.S. Patent and Trademark Office; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of the Patent Collateral, including, without limitation, the Patents identified on Schedule A attached hereto, being the same Patents set forth on Schedule 1 to the Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Patent Security Agreement.

Section 2. Termination and Release. The Agent hereby (a) terminates the liens and security interest created under the Patent Security Agreement, the Second Patent Security Agreement and the Assignment of Patent Security Agreement in the Patent Collateral, (b) releases its security interest in the Patent Collateral, and (c) discharges any and all rights, title and interest it has in and the security interest granted to the Agent in the Patent Collateral, in each case without representation or warranty of any kind whatsoever.

Section 3. Recordation. The Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

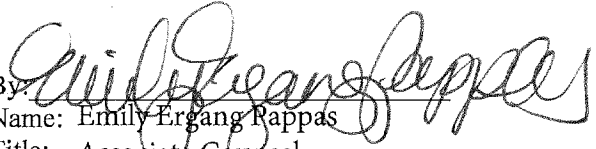
Section 4. Further Assurances. The Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its respective agents or designees) reasonably requests, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Patent Collateral.

Section 5. Applicable Law. THIS RELEASE, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Patent Rights to be duly executed as of the date first set forth above.

**CORTLAND PRODUCTS CORP. (f/k/a
Gleacher Products Corp.), as Agent**

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE A
PATENT REGISTRATIONS AND APPLICATIONS

<u>Title</u>	<u>Issue Date</u>	<u>Patent No.</u>
Humidified and Heated Cabinet for Storing Food	02/10/98	5,715,745
Refrigeration for Food Service	10/05/93	5,249,435