

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4669190

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MASSACHUSETTS DEVELOPMENT FINANCE AGENCY		10/31/2017
RECEIVING PARTY DATA		
Name:	NUVERA FUEL CELLS, LLC	
Street Address:	20 ACORN PARK	
City:	CAMBRIDGE	
State/Country:	MASSACHUSETTS	
Postal Code:	02140	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Patent Number:	6083425	
Patent Number:	6123913	
Patent Number:	6126908	
Patent Number:	6207122	
Patent Number:	6245303	
Patent Number:	6254839	
Patent Number:	6468480	
Patent Number:	6524550	
Patent Number:	6641625	
Patent Number:	6783742	
Patent Number:	6817182	
Patent Number:	6861169	
Patent Number:	6916564	
Patent Number:	6921595	
Patent Number:	6986797	
Patent Number:	7066973	
Patent Number:	7063131	
Patent Number:	7354465	
Patent Number:	7434547	
Patent Number:	7575614	

PATENT

Property Type	Number
Application Number:	11176691
Application Number:	11201002
Application Number:	11112442
Application Number:	10989163
Application Number:	10825078

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.

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ATTORNEY DOCKET NUMBER:	6508-0001
NAME OF SUBMITTER:	CHRISTINE PAVLYK
SIGNATURE:	/Christine Pavlyk/
DATE SIGNED:	11/01/2017

Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of October 24, 2017 ("Release"), is made by Massachusetts Development Finance Agency ("MassDevelopment") in favor of Nuvera Fuel Cells, LLC formerly Nuvera Fuel Cells, Inc. ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated January 31, 2007 (as heretofore amended, supplemented or otherwise modified, the ("Security Agreement")) by and among MassDevelopment and Grantor, the Obligor granted to MassDevelopment a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all assets of the Grantor and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to MassDevelopment, the Collateral Assignment of Trademark and Letters Patent dated 31 January 2007 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 019254 Frames 0273-0288.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, MassDevelopment and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. MassDevelopment, without representation, warranty, or recourse, hereby:

(a) terminates the Notice and terminates, cancels, discharges, re-pledges, reassigns and releases the security interest it has in assets of the Grantor, including, but not limited to, the Intellectual Property and applications listed on Schedule A attached hereto;

(b) if and to the extent MassDevelopment has acquired any right, title or interest in, to or under any assets of the Grantor, or Proceeds of the foregoing, assigns, transfers, conveys and delivers such right, title or interest to the Grantor;

(c) agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense; and

(d) authorizes and request that the Commissioner for Patents in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Grantor's sole expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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

Massachusetts Development Finance Agency

By: Laura L. Canter

Name: Laura L. Canter
Executive Vice President

Title: Finance Programs

SCHEDULE A
List of Trademarks

1. Serial # 78546117 — POWERTAP
2. Reg. # 3169825 — POWERFLOW
3. Reg. # 3103903 — FORZA
4. Reg. # 2512793 —NUVERA
5. Reg. # 2931259 — AVANTI
6. Reg. # 2832396 — MAKING A WORLD OF DIFFERENCE IN CLEAN ENERGY SOLUTIONS
7. Reg. # 2798280 — THE FUTURE OF ENERGY
8. Reg. # 2566966 — (DESIGN ONLY)

List of Letters Patent

1. Application Nos.
20070009774; 20060039839; 200637244; 20060032137; 20060013760; 20050257427;
20050142400; 20040253498; 20030010481; 20030170518
2. Patent Nos.
6083425; 6123913; 6126908; 6207122; 6245303; 6254839; 6468480; 6524550; 6641625;
6783742; 6817182; 6861169; 6916564; 6921595; 6986797; 7066973; 7063131