

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4636676

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| REGIONS BANK | 09/27/2017 |
| RECEIVING PARTY DATA | |
| Name: | NATIONAL BANK OF COMMERCE |
| Street Address: | 813 SHADES CREEK PARKWAY |
| City: | BIRMINGHAM |
| State/Country: | ALABAMA |
| Postal Code: | 35209 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 6170383 |
| Patent Number: | 5425305 |
| CORRESPONDENCE DATA | |
| Fax Number: | (205)254-1999 |
| <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> | |
| Phone: | 205-254-1000 |
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| Correspondent Name: | J. KRIS LOWRY |
| Address Line 1: | 1901 SIXTH AVENUE NORTH, SUITE 2400 |
| Address Line 4: | BIRMINGHAM, ALABAMA 35203 |
| ATTORNEY DOCKET NUMBER: | 14879.0049 |
| NAME OF SUBMITTER: | BRYAN J. MILLS |
| SIGNATURE: | /bryanjmills/ |
| DATE SIGNED: | 10/11/2017 |
| Total Attachments: 5 | |
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ASSIGNMENT

This Assignment is dated as of the 27th day of September, 2017 and entered into by and between **REGIONS BANK**, an Alabama banking corporation ("Seller"), and **NATIONAL BANK OF COMERCE**, a national banking association ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Sale and Assignment Agreement dated as of September 27, 2017 (the "Sale and Assignment Agreement").

B. The Sale and Assignment Agreement provides for the sale and transfer by Seller to Buyer of certain Assigned Rights (such term and all other capitalized terms used herein and not otherwise defined herein have the definitions ascribed to them in the Sale and Assignment Agreement).

C. In exchange for the Purchase Price set forth in the Sale and Assignment Agreement and such other good and valuable consideration as provided in the Sale and Assignment Agreement, Seller hereby sells to Buyer the Assigned Rights identified below on and subject to the terms, conditions and provisions hereof.

AGREEMENT:

NOW, THEREFORE:

1. Seller hereby transfers, assigns and conveys all of Seller's right, title and interest, if any, in and to the Asset set forth on Schedule A attached hereto and made a part hereof for all purposes and the Assigned Rights associated therewith;

2. Subject to such other additional limitations, disclaimers, waivers and qualifications as may be further set forth in the Sale and Assignment Agreement, this sale is made on an "**AS IS," "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER OR NATURE, AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED;**"

3. Without in any way limiting the generality of the foregoing, with respect to the Assigned Rights, together with any and all related collateral, if any, Seller hereby disclaims and disavows:

- (i) any express or implied warranty of "Merchantability"; and
- (ii) any express or implied warranty of "Fitness For A Particular Purpose."

4. Buyer expressly assumes all of Seller's duties, obligations and responsibilities with respect to the Asset and the Assigned Rights associated therewith; provided, however, that this assumption shall not be deemed to abrogate or affect any indemnification obligation of Seller under the Sale and Assignment Agreement.

5. Seller authorizes Buyer to file such amendments and/or terminations of any financing statements previously filed by Seller with respect to the collateral for any one or more of the Asset, but only to the extent reasonably necessary to evidence the assignment of the Asset and the Assigned Rights to Buyer hereunder.

6. Buyer may assign, sell or otherwise transfer the Asset without the prior written consent of Seller, but Seller's obligations under the Sale and Assignment Agreement are not transferable, and Seller shall have no obligation to any assignee.

[Signatures on next pages]

REGIONS BANK, an Alabama banking corporation

By: [Signature]

Name: BROOK H. BALOGH

Its: SENIOR VICE PRESIDENT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Brook H. Balogh, whose name as Senior Vice President of **Regions Bank**, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of Regions Bank.

Given under my hand and official seal this 25th day of September, 2017.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 12/9/20

NATIONAL BANK OF COMMERCE, a national banking association

By: [Signature]
Its: Senior Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Keth Johnson, whose name as Senior Vice President of **National Bank of Commerce**, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 27th day of September, 2017.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 12/19/20

Schedule A

1. Revolving Note dated April 30, 2013, executed by Energy Mfg. Co., Inc. in favor of Regions Bank in the original principal amount of \$30,000,000.