

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4811374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN PATENTS AT REEL/FRAME 38731/0210
CONVEYING PARTY DATA	
Name	Execution Date
JPMORGAN CHASE BANK, N.A.	02/02/2018
RECEIVING PARTY DATA	
Name:	CARTER FUEL SYSTEMS LLC
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Name:	TRICO PRODUCTS CORPORATION
Street Address:	3255 WEST HAMLIN ROAD
City:	ROCHESTER HILLS
State/Country:	MICHIGAN
Postal Code:	48309
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14588555
Application Number:	14321872
Application Number:	14705129
CORRESPONDENCE DATA	
Fax Number:	(216)579-0212
<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:	(216) 586-3939
Email:	skoston@jonesday.com
Correspondent Name:	JONES DAY
Address Line 1:	901 LAKESIDE AVENUE
Address Line 2:	NORTH POINT
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	251205-600004
NAME OF SUBMITTER:	RITA ROCHFORD

SIGNATURE:	/Rita Rochford/
DATE SIGNED:	02/06/2018
Total Attachments: 3 source=Termination of Security Interest in Patents (38731-0210) (executed)#page1.tif source=Termination of Security Interest in Patents (38731-0210) (executed)#page2.tif source=Termination of Security Interest in Patents (38731-0210) (executed)#page3.tif	

TERMINATION OF SECURITY INTEREST IN PATENTS

This **TERMINATION OF SECURITY INTEREST IN PATENTS** (this “Termination”), dated as of February 2, 2018, is made by JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”), in favor of Trico Products Corporation, a New York corporation, and Carter Fuel Systems, LLC, a Delaware limited liability company (each, a “Pledgor” and collectively, the “Pledgors”). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, “Patent Collateral” shall have the meaning assigned to such term in the Patent Security Agreement (as defined below) and shall include, without limitation, those United States Patents and Patent Applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to that (i) certain Amended and Restated ABL Guaranty, Pledge and Security Agreement, dated as of May 26, 2016 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), among the Pledgors, the other Grantors (as defined therein) party thereto and the Administrative Agent and (ii) certain Patent Security Agreement, dated as of May 26, 2016 (the “Patent Security Agreement”) executed by the Pledgors in favor of the Administrative Agent, the Pledgors pledged and granted to the Administrative Agent a security interest in and continuing lien on all of each Pledgor’s right, title and interest in, to and under the Patent Collateral;

WHEREAS, the security interest in the Patent Collateral pledged and granted by the Pledgors to the Administrative Agent under the Patent Security Agreement was recorded at the United States Patent and Trademark Office on May 26, 2016, at Reel 38731, and Frame 0210; and

WHEREAS, the Administrative Agent has agreed to terminate, release and discharge its security interest and lien on all of the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgors secured by the Patent Collateral pursuant to the Security Agreement and the Patent Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of each Pledgor’s right, title and interest in, to and under the Patent Collateral and hereby reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Patent Collateral to the Pledgors.

2. The Administrative Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. **THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

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

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *[Signature]*
Name: *Faith and Morgan*
Title: *Administrative Agent*

Schedule 1
to
Termination of Security Interests in Patents

Debtor	Name of Patent	Application Number	File Date	Registration Number	Registration Date
Carter Fuel Systems, LLC	Grounding Device for Brushless Electric Motor	14/588555	1/2/15	--	--
Trico Products Corporation	Universal Coupler Assembly and Wiper Assembly Incorporating the Same	14/321872	7/2/14	--	--
Trico Products Corporation	Motor Assembly and Method of Biasing the Same	14/705129	5/6/15	--	--