504844390 03/29/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4891127

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST		
CONVEYING PARTY	DATA			
		Name	Execution Date	
MEDALLION CAPITAI	_, INC.		03/29/2018	
RECEIVING PARTY DATA Name: EGC OPERATING COMPANY. LLC				
Street Address:		EGC OPERATING COMPANY, LLC 3201 ENTERPRISE PARKWAY		
Internal Address:				
		SUITE 220		
City:		BEACHWOOD		
State/Country:		OHIO		
Postal Code:	44122	44122		
	PS Total: 7			
PROPERTY NUMBERS Total: 7 Property Type		Number		
		067		
		5696		
		5407		
Patent Number: 8716		634		
Patent Number: 7455		300		
Patent Number: 6667		100		
Patent Number: 6886		233		
CORRESPONDENCE	DATA			
Fax Number: (216)		363-4588		
•		e-mail address first; if that is unsucce hat is unsuccessful, it will be sent via	,	
		634677		
Email:		ier@beneschlaw.com		
•		CAN H. POIRIER		
Address Line 1: BENI		ESCH FRIEDLANDER COPLAN & ARONOFF LLP		
		PUBLIC SQUARE, SUITE 2300		
Address Line 4: CLEV		/ELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:		38154-8		
NAME OF SUBMITTER:		DUNCAN H. POIRIER		
SIGNATURE:		/Duncan H. Poirier/		

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PATENT REEL: 045389 FRAME: 0426

DATE SIGNED:	03/29/2018			
Total Attachments: 2				
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source=EGC Termination of Patent and Trademark Agreement#page2.tif				

TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "<u>Termination</u>"), made and entered into as of March 29, 2018 (the "<u>Effective Date</u>"), by MEDALLION CAPITAL, INC., a Minnesota corporation and licensee under the Small Business Investment Act of 1958 (the "Secured Party"), is as follows:

1. <u>Termination of Agreement Regarding Intellectual Property</u>. EGC Operating Company, LLC, a Delaware limited liability company (the "Debtor"), and the Secured Party are parties to that certain Patent and Trademark Security Agreement dated as of September 30, 2014. which was recorded at Reel 033868 and Frame 0856 with the United States Patent and Trademark Office on October 2, 2014 (as heretofore amended, restated, supplemented or otherwise modified, the "<u>Agreement</u>"). The Debtor and the Secured Party are among the parties to that certain payoff letter dated on or about March 26, 2018 (the "<u>Payoff Letter</u>"). Effective at all times on and after the payment of the Payoff Amount (as defined in, and in accordance with the terms and conditions of, the Payoff Letter), the Secured Party hereby (a) terminates the Agreement and (b) acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement, no party has any further rights, commitments or other obligations under, or arising out of, the Agreement.

2. <u>Captions: Counterparts: Fax Signatures</u>. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Agreement. The headings to the sections of this Termination have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. This Termination may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Termination may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution thereof, and, if so signed, (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

3. <u>Entire Agreement</u>. This Termination sets forth the entire agreement of the parties with respect to the subject matter of this Termination and supersedes all previous understandings, written or oral, with respect to the subject matter of this Termination.

4. <u>Jury Trial Waiver</u>. THE PARTIES HERETO EACH WAIVE TRIAL BY JURY OF ANY MATTERS ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has executed this Termination to be effective as of the Effective Date.

MEDALLION CAPITAL, INC. By:« Name: _____7 A. Lewis Senin VPACOD Title:

STATE OF Minnesot A ..., ss:

The foregoing instrument was acknowledged before me this $\frac{27}{CP}$ day of <u>MAY(N</u> 2018 by <u>Strphch (PVIL</u>, the <u>SVP > C 00</u> of Medallion Capital, Inc., a Minnesota corporation and licensee under the Small Business Investment Act of 1958, on behalf of the corporation.

ANNA M DROUCHES Notary Public Minnesota My Commission Expires lan 31, 2023

<u>Anna Dkning</u> Notary Public

SIGNATURE PAGE TO TERMINATION OF PATENT AND TRADEMARK SECURITY AGREEMENT

> PATENT REEL: 045389 FRAME: 0429

RECORDED: 03/29/2018