#### 07/13/2018 505002157

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5048905

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Execution Date
BROOKSIDE MEZZANINE PARTNERS III, L.P., IN ITS CAPACITY AS AGENT FOR THE LENDERS	06/29/2018

### **RECEIVING PARTY DATA**

Name:	SURFACE PREPARATION TECHNOLOGIES, LLC		
Street Address:	81 TEXACO ROAD		
City:	MECHANICSBURG		
State/Country:	PENNSYLVANIA		
Postal Code:	17050		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	
Patent Number:	9121148	
Patent Number:	8821063	
Patent Number:	6755482	
Patent Number:	9573295	
Patent Number:	9574310	

### CORRESPONDENCE DATA

Fax Number: (561)659-6313

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.

Phone: 561-653-5000

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**Correspondent Name: AKERMAN LLP** 

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ATTORNEY DOCKET NUMBER:	0324053	
NAME OF SUBMITTER:	PETER A. CHIABOTTI	
SIGNATURE: /Peter A. Chiabotti/		
DATE SIGNED:	07/13/2018	

**Total Attachments: 4** 

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### RELEASE OF PATENT SECURITY AGREEMENT

This Release of Patent Security Agreement (the "Release") is made and effective as of June 29, 2018 and granted by Brookside Mezzanine Partners III, L.P., (the "Agent"), in its capacity as agent for the Lenders (as defined in the Patent Security Agreement described below) and in favor of Surface Preparation Technologies, LLC, a Pennsylvania limited liability company (the "Grantor").

WHEREAS, the Grantor collaterally assigned to the Agent a security interest in all of Grantor's right, title and interest in, to and under the patents identified in <u>Schedule A</u> attached hereto (the "Intellectual Property") pursuant to that certain Patent Security Agreement dated as of February 10, 2017 made by Grantor in favor of Agent (the "Patent Security Agreement"; capitalized terms used, but not defined herein shall have the meaning ascribed to such term in the Patent Security Agreement) which such Patent Security Agreement was recorded with the United States Patent and Trademark Office on February 17, 2017 at Reel/Frame 041273/0492.

WHEREAS, the Agent has agreed to release its security interest in the Intellectual Property and terminate such Patent Security Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

- 1. <u>Release of Patent Security Interest</u>. Agent hereby terminates the Patent Security Agreement and terminates, releases and discharges any and all security interests or lien that it has pursuant to the Patent Security Agreement in any and all right, title and interest of the Grantor under the following (collectively, the "<u>Patent Collateral</u>"):
  - a. All of Grantor's Patents, including those referred to on Schedule A hereto;
  - b. all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of and amendments to the foregoing;
  - c. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - d. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any of the foregoing; and
  - e. any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuses, breach or default, with the right but no obligation to sue for such legal and equitable relief to collect, or otherwise recover, any such damages.
- 2. <u>Reassignment and Authorization</u>. Agent hereby reassigns, grants and conveys to Grantor, any and all of Agent's right, title and interest in and to the Patent Collateral, and authorizes the recordation of this Release with the United States Patent and Trademark Office at the expense of the Grantor.

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- 3. <u>Further Assurances</u>. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 4. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BROOKSIDE MEZZANINE FUND III, L.P., as Agent

By: Brookside Mezzanine Partners III, LLC
Its General Partner

n Caba ma

Name: Corry School

Title: managen mender

# SCHEDULE A to RELEASE OF PATENT SECURITY AGREEMENT

# U.S. Issued Patents

Owner	Title	Patent Number	Issue Date
Surface Preparation	Method and apparatus	9,121,148	09/01/2015
Technologies, LLC	for cutting grooves in	, and the second	
	a road surface		
Surface Preparation	Control system and	8,821,063	09/02/2014
Technologies, LLC	method for road		
	cutting machine		
Surface Preparation	Cutting machine with	6,755,482	06/29/2004
Technologies, LLC	flywheel gearbox		
	design and method for		
	use		
Surface Preparation	Cutting Tool,	9,573,295	02/21/2017
Technologies, LLC	Mounting Bracket,		
	And Rotatable	(was Appl. No.	
	Cutting Head	14/268,014)	
Surface Preparation	Method And	9,574,310	02/21/2017
Technologies, LLC	Apparatus For Cutting		
	A Sinusoidal Groove	(was Appl. No.	
	In A Road Surface	14/489,737)	

U.S. Pending Application

None

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