

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5023111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY INTEREST UNDER REEL/FRAME NO. 034468/0903
CONVEYING PARTY DATA	
Name	Execution Date
STELLUS CAPITAL INVESTMENT CORPORATION	06/25/2018
RECEIVING PARTY DATA	
Name:	ZEMAX, LLC
Street Address:	10230 NE POINTS DRIVE
Internal Address:	SUITE 540
City:	KIRKLAND
State/Country:	WASHINGTON
Postal Code:	98033
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61642015
Patent Number:	9208603
CORRESPONDENCE DATA	
Fax Number:	(212)969-2900
<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>	
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ATTORNEY DOCKET NUMBER:	11668-317
NAME OF SUBMITTER:	TREVOR DODGE
SIGNATURE:	/Trevor Dodge/
DATE SIGNED:	06/25/2018
Total Attachments: 5	
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RELEASE OF PATENT SECURITY INTEREST

This **RELEASE OF PATENT SECURITY INTEREST** (this “**Release**”) is made effective as of June 25, 2018, by Stellus Capital Investment Corporation, a Maryland corporation, as administrative agent (in such capacity, the “**Agent**”) in favor of Zemax, LLC, a Delaware limited liability company (“**Grantor**”).

WHEREAS, reference is made to certain (i) Credit Agreement, dated October 23, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time) (the “**Credit Agreement**”) among Grantor, Zemax Software Holdings, LLC, a Delaware limited liability company, and other subsidiaries, Lenders reference therein, and the Agent; (ii) Security Agreement, dated October 23, 2014 (as the same may be amended, modified, extended, supplemented or restated from time to time) (the “**Security Agreement**”) among Grantor, Zemax Software Holdings, LLC, and the Agent; and (iii) Patent Security Agreement, dated October 23, 2014 (the “**Notice of Security Interest**”), between Grantor and Agent, pursuant to which Grantor granted to the Agent a security interest in and to certain patents of Grantor;

WHEREAS, the Notice of Security Interest was recorded in the United States Patent and Trademark Office on November 24, 2014 at Reel 034468 and Frame 0903;

WHEREAS, in accordance with the provisions of the Security Agreement, the Agent now desires to release its security interest in and to all Patent Collateral referred to in the Notice of Security Interest, including without limitation, the issued patents and/or applications listed on Schedule I attached hereto (the “**Patents**”).

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

SECTION 1. Defined Terms. Each capitalized term used but not defined in this Release has the meaning given or ascribed to it in the Credit Agreement.

SECTION 2. Release of Grant of Security. The Agent, without representation, warranty or recourse, hereby (i) terminates the Notice of Security Interest, and (ii) terminates, releases and discharges its security interest in, and reassigns to Grantor all right, title and interest to, all Patent Collateral, including without limitation:

- (a) All of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;
- (b) All reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing, including the right to claim priority or file an application on the foregoing; and
- (c) All products and proceeds (as that term is defined in the UCC) of the foregoing, including any (i) claim by the Grantor against third parties for past, present or future infringement or other violations of any Patent or any Patent License,

including the right to receive any damages and to sue in the name of the Grantor, or (ii) right to receive by the Grantor license fees, royalties, and other compensation under any past, present or future Patent License.

SECTION 3. Recordation. The Agent hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Agent hereby further authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized officer.

Stellus Capital Investment Corporation
as Administrative Agent,

By:  _____

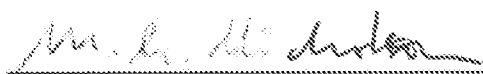
Name: **Todd Huskinson**
Title: **Authorized Signatory**

RELEASE OF PATENT SECURITY INTEREST
ZEMAX, LLC

PATENT
REEL: 046422 FRAME: 0522

Acknowledged and Accepted by

Zemax, LLC

By: 

Name: Mark Nicholson

Title: Chief Executive Officer and President

RELEASE OF PATENT SECURITY INTEREST
ZEMAX, LLC

PATENT
REEL: 046422 FRAME: 0523

SCHEDULE I
to
RELEASE OF PATENT SECURITY INTEREST

Patent Registrations/ Applications

Patent	Application Number (Application Date)	Patent Number (Issue Date)	Owner
Methods and Associated Systems for Simulating Illumination Patterns	61/642,015 (May 3, 2012)	N/A	Zemax, LLC
Methods and Associated Systems for Simulating Illumination Patterns	13/797,469 (March 12, 2013)	9,208,603 (December 8, 2015)	Zemax, LLC

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