# PATENT ASSIGNMENT COVER SHEET

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

## **CONVEYING PARTY DATA**

Name	Execution Date
BABSON CAPITAL FINANCE LLC, AS AGENT	04/23/2019

## **RECEIVING PARTY DATA**

Name:	ONICON INCORPORATED
Street Address:	11451 BELCHER ROAD SOUTH
City:	LARGO
State/Country:	FLORIDA
Postal Code:	33773

#### **PROPERTY NUMBERS Total: 61**

Property Type	Number
Application Number:	14486129
Application Number:	14582355
Application Number:	13305788
Application Number:	13360288
Application Number:	13285192
Application Number:	13235696
Application Number:	13572737
Application Number:	13488491
Application Number:	13488498
Application Number:	13675663
Patent Number:	8308349
Patent Number:	8256076
Patent Number:	8235589
Patent Number:	8151651
Patent Number:	8142071
Patent Number:	8132962
Patent Number:	8042994
Patent Number:	7995318
Patent Number:	7870793
Patent Number:	7841243

PATENT REEL: 049042 FRAME: 0893

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Property Type	Number
Patent Number:	7823463
Patent Number:	7775706
Patent Number:	7703337
Patent Number:	7684938
Patent Number:	7669483
Patent Number:	7628081
Patent Number:	7628080
Patent Number:	7587947
Patent Number:	7574924
Patent Number:	7571655
Patent Number:	7568398
Patent Number:	7559257
Patent Number:	7480577
Patent Number:	7437945
Patent Number:	7288878
Patent Number:	7270015
Patent Number:	7201065
Patent Number:	7044000
Patent Number:	6973842
Patent Number:	6739203
Patent Number:	6729192
Patent Number:	6725733
Patent Number:	6722207
Patent Number:	6681645
Patent Number:	6584860
Patent Number:	6575044
Patent Number:	6571642
Patent Number:	6530285
Patent Number:	6508134
Patent Number:	6463807
Patent Number:	6457371
Patent Number:	6435040
Patent Number:	6431011
Patent Number:	6422093
Patent Number:	6370963
Patent Number:	6241383
Patent Number:	6178827
Patent Number:	6085599

Property Type	Number
Patent Number:	6023969
Patent Number:	5948978
Patent Number:	5691484

#### **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	NOAH SHIER
SIGNATURE:	/Noah Shier/
DATE SIGNED:	04/23/2019

#### **Total Attachments: 6**

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# TERMINATION AND RELEASE OF AMENDED AND RESTATED PATENT SECURITY INTEREST

This **TERMINATION AND RELEASE OF AMENDED AND RESTATED PATENT SECURITY INTEREST**, dated as of April 23, 2019 ("<u>Release</u>"), is made by BARINGS FINANCE LLC (f/k/a Babson Capital Finance LLC), a Delaware limited liability company ("<u>Agent</u>") in favor of ONICON INCORPORATED, a Florida corporation ("<u>Grantor</u>").

- **WHEREAS,** Agent, Grantor, and the other parties thereto have entered into that certain Amended and Restated Credit Agreement, dated as of April 21, 2015 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");
- **WHEREAS,** pursuant to that certain Amended and Restated Patent Security Agreement, dated as of April 21, 2015, by and between Agent and Grantor (the "<u>IP Security Agreement</u>"), Grantor granted to Agent, to secure its obligations under the Credit Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property, including, without limitation, the Patent Collateral (as defined below);
- **WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") at Reel 03596 Frame 0429 on April 24, 2015; and
- **WHEREAS,** Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.
- **NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Agent, without representation, warranty, or recourse, hereby:
- (a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Credit Agreement) in and to all intellectual property (including, but not limited to, all Patent Collateral), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Patents listed on Schedule A attached hereto); and
- (b) reassigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Patents listed on <u>Schedule A</u> attached hereto).

#### **SECTION 3**. Recordation and Further Assurances. Agent hereby:

- (a) authorizes Grantor or any of its authorized representatives to file this Release with the USPTO or any similar office or agency within or outside the United States at Grantor's expense;
- (b) further authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release; and

(c) agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor, at Grantor's expense, to fully effectuate the purposes of this Release.

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

[Signature page follows]

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

AGENT:

BARINGS FINANCE, LLC

Its:

Mark Hindson Managing Director

# Schedule A PATENTS AND PATENT APPLICATIONS

C 1	Ti'd	<u>Patent</u>	<u>Patent</u>	Application	Application
Country	<u>Title</u>	Number	Issue Date	<u>Number</u>	Filing Date
USA	Transducer mounting arrangement			14/686,129	04/14/2015
USA	Groove array for beam forming in an ultrasonic flow meter			14/582,355	12/24/2014
USA	Dual paddlewheel flow sensor			13/305788	11/29/2011
USA	Magnetic flow meters with automatic field maintenance			13/360288	1/27/2012
USA	Special corrugated flow conditioner			13/285192	10/31/2011
USA	Enhanced vortex shedding flow meter			13/235696	9/19/2011
USA	Phase detector for vortex flowmeter			13/572737	8/13/2012
USA	Vortex flow meter with sampling rate control			13/488491	6/5/2012
USA	Vortex flow meter with gain control			13/488498	6/5/2012
USA	Vortex flow meter			13/675663	11/13/2012
USA	Asymmetric heat flux sensor with in-situ drift compensation	8,308,349	11/13/2012	12/954826	11/26/2010
USA	Method of making an ultrasonic transducer	8,256,076	9/4/2012	13/300564	11/19/2011
USA	Specific heat measurement probe	8,235,589	8/7/2012	12/579469	10/15/2009
USA	Flowmeter transducer magnetic clamping	8,151,651	4/10/2012	12/635798	12/11/2009
USA	Thermoelectric thermal transfer sensor	8,142,071	3/27/2012	12/560521	9/16/2009
USA	Asymmetric specific heat meter	8,132,962	3/13/2012	12/941101	11/8/2010
USA	Specific heat meter with improved accuracy	8,042,994	10/25/2011	12/941099	11/8/2010
USA	High frequency power converter	7,995,318	8/9/2011	13/014157	1/26/2011
USA	Transit time flow sensor with enhanced accuracy	7,870,793	1/18/2011	12/650347	12/30/2009
USA	Speed of sound and pipe size detector	7,841,243	11/30/2010	12/691643	1/21/2010
USA	Ultrasonic flow sensor using two streamlined probes	7,823,463	11/2/2010	12/626890	11/28/2009

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USA	Compensated heat energy meter	7,775,706	8/17/2010	12/499420	7/8/2009
USA	Clamping arrangements for a transducer assembly having a piezoelectric element within a foam body	7,703,337	4/27/2010	12/408677	3/21/2009
USA	Self-cleaning ultrasonic flow sensor	7,684,938	3/23/2010	11/958403	12/18/2007
USA	Flowmeter transducer clamping	7,669,483	3/2/2010	12/394111	2/27/2009
USA	Acoustic pulse flow meter	7,628,081	12/8/2009	11/681858	3/5/2007
USA	Magnetic flow meter providing quasi-annular flow	7,628,080	12/8/2009	12/206881	9/9/2008
USA	Magnetic flow meter with selective electrode positioning	7,587,947	9/15/2009	12/356881	1/21/2009
USA	Magnetic flow meter	7,574,924	8/18/2009	12/038884	2/28/2008
USA	Magnetic flow meter with buffering electrodes	7,571,655	8/11/2009	12/325016	11/28/2008
USA	Ultrasonic flow sensor with repeated transmissions	7,568,398	8/4/2009	11/868497	11/28/2009
USA	Magnetic flow probe with conductive tip	7,559,257	7/14/2009	12/247302	7/8/2009
USA	Multiple sensor flow meter	7,480,577	1/20/2009	11/677149	3/21/2009
USA	Magnetic flow probe	7,437,945	10/21/2008	12/030950	12/18/2007
USA	Piezoelectric transducer assembly	7,288,878	10/30/2007	11/420495	2/27/2009
USA	Thermal pulsed ultrasonic flow sensor	7,270,015	9/18/2007	11/564663	3/5/2007
USA	Acoustic flow sensor	7,201,065	4/10/2007	11/163164	9/9/2008
USA	Ultrasonic flow sensor using quasi-helical beam	7,044,000	5/16/2006	11/161135	1/21/2009
USA	Flow probe pipe size detector	6,973,842	12/13/2005	10/946834	2/28/2008
USA	Ultrasonic transducer and flow sensor configuration	6,739,203	5/25/2004	10/222411	8/16/2002
USA	Moving target flow sensor	6,729,192	5/4/2004	10/211211	8/2/2002
USA	Torque balance flow meter	6,725,733	4/27/2004	10/456602	6/6/2003
USA	Electro-magnetic flow transducer with insulating scroll	6,722,207	4/20/2004	10/100453	3/19/2002
USA	Moving target flow meter	6,681,645	1/27/2004	10/113411	4/1/2002
USA	Flow probe insertion gauge	6,584,860	7/1/2003	10/047597	1/14/2002
USA	Transit-time flow sensor combining high resolution and	6,575,044	6/10/2003	10/139528	5/6/2002
USA	wide dynamic range  Magnetic flow sensor with annular sensing path	6,571,642	6/3/2003	10/098977	3/15/2002
USA	Magnetic flow sensor probe	6,530,285	3/11/2003	09/933512	8/20/2001
USA	I magnetic flow sellsof probe	0,550,265	131112003	071733314	012012001

USA	Transit-time flow sensor-	6,508,134	1/21/2003	09/387986	
	frequency mode	0,000,101	1.21.2000		9/1/1999
USA	Magnetic flow sensor and	6,463,807	10/15/2002	09/704913	
	method				11/2/2000
USA	Ultrasonic flow sensor with	6,457,371	10/1/2002	09/971438	10/5/2001
	error detection and				
	compensation				
USA	Inertial flow sensor and	6,435,040	8/20/2002	09/606132	6/28/2000
	method				
USA	Magnetic flow sensor and	6,431,011	8/13/2002	09/820057	3/28/2001
	method				
USA	Burst Mode Ultrasonic Flow	6,422,093	7/23/2002	09/754727	1/4/2001
	Sensor				
USA	Ultrasonic transit time flow	6,370,963	4/16/2002	09/592313	6/13/2000
	sensor and method				
USA	Heat exchanger maintenance	6,241,383	6/5/2001	09/238876	1/27/1999
	monitor apparatus and method				
USA	Ultrasonic flow sensor	6,178,827	1/30/2001	09/458315	12/10/1999
USA	Magnetic flow sensor	6,085,599	7/11/2000	09/166349	10/5/1998
USA	Flow modulated mass flow	6,023,969	2/15/2000	09/006246	1/13/1998
	sensor				
USA	Induction heated mass flow	5,948,978	9/7/1999	09/114763	7/14/1998
	sensor				
USA	Magnetic flow sensor	5,691,484	11/25/1997	08/681765	7/29/1996

# PATENT LICENSES

Category	Identification
Contract	John Garey patent license

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**RECORDED: 04/23/2019**