## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5535085

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST IN PATENTS

#### **CONVEYING PARTY DATA**

Name	Execution Date	
UBS AG, STAMFORD BRANCH	05/21/2019	

#### **RECEIVING PARTY DATA**

Name:	FLEXHEAD INDUSTRIES, INC.
Street Address:	272 DUCHAINE BOULEVARD
City:	NEW BEDFORD
State/Country:	MASSACHUSETTS
Postal Code:	02745

#### **PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	6119784
Patent Number:	6123154
Patent Number:	6488097
Patent Number:	6752218
Patent Number:	7032680
Patent Number:	5570745
Patent Number:	5743337
Patent Number:	4964470
Patent Number:	5649598
Patent Number:	6076608
Patent Number:	6691790
Patent Number:	8272615
Patent Number:	8740158
Patent Number:	8413734

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)909-6836

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:** 212-909-6000

**Email:** trademarks@debevoise.com

PATENT REEL: 049252 FRAME: 0516

505488281

**Correspondent Name:** KENNETH RICH, ESQ. **Address Line 1:** 919 THIRD AVENUE

Address Line 2: DEBEVOISE & PLIMPTON LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 24079-1200

NAME OF SUBMITTER: KENNETH RICH

SIGNATURE: /Kenneth Rich/

DATE SIGNED: 05/22/2019

**Total Attachments: 4** 

source=Executed PNM Patent Release#page1.tif source=Executed PNM Patent Release#page2.tif source=Executed PNM Patent Release#page3.tif source=Executed PNM Patent Release#page4.tif

### RELEASE OF SECURITY INTEREST IN PATENTS

This **RELEASE OF SECURITY INTEREST IN PATENTS** (this "Release") is entered into as of May 21, 2019 by UBS AG, STAMFORD BRANCH, a Swiss banking corporation located at 677 Washington Blvd, Stamford, Connecticut 06901, in its capacity as Collateral Agent pursuant to the Credit Agreement (the "Agent") in favor of Flexhead Industries, Inc., a Massachusetts corporation located at 272 Duchaine Boulevard, New Bedford, Massachusetts 02745 (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the ABL Collateral Agreement or Patent Security Agreement (as such terms are defined below), as applicable.

WHEREAS, reference is made to that certain (i) Guarantee and Collateral Agreement, dated as of December 22, 2010, among PNM, Inc., a Massachusetts corporation (the "Original Grantor"), the Assignee and the Agent and the other entities party thereto (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement"); and (ii) ABL Notice and Confirmation of Grant of Security Interest in Patents, dated as of April 27, 2012, among Original Grantor and the Agent (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, the Original Grantor confirmed that, subject to existing licenses to use the Patents granted by the Original Grantor in the ordinary course of its business, pursuant to the ABL Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a second priority security interest in all of the Patents of the Original Grantor (including, without limitation, those items listed on Schedule I to the Patent Security Agreement) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Original Grantor (collectively, the "Patent Collateral");

**WHEREAS**, on May 31, 2012, upon the merger of the Original Grantor with and into the Assignee, the Patent Collateral became the property of the Assignee by operation of law and as evidenced by that certain Patent Assignment, effective June 4, 2012 (the "Patent Assignment"), among the Original Grantor as the conveying party, and the Assignee, as receiving party;

**WHEREAS**, the Patent Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on May 15, 2012, at Reel/Frame No. 28214/0329;

**WHEREAS**, the Patent Assignment was recorded with the USPTO on June 19, 2012, at Reel/Frame No. 28398/0759; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest with respect to the Patent Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its second priority security interest under the ABL

Collateral Agreement and Patent Security Agreement in all of the Patent Collateral, including the Assignee's right, title, and interest in, to and under the Patents listed on <u>Schedule I</u> hereto.

The Agent hereby authorizes the Assignee or the Assignee's designee to record this Release with the USPTO.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page to follow]

1049108.04-CHISR01A - MSW

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

> UBS AG, STAMFORD BRANCH, as Agent

Houssem Daly Associate Director Banking Products Services, US

Title:

By: Name:

Title:

Darlene Arias Director

Signature Page to Release of Security Interest in Patents

# SCHEDULE I to RELEASE OF SECURITY INTEREST IN PATENTS

## Patents and Patent Applications

Title	Status	Application Number	File Date	Patent No.	Issue Date
SUPPORT SYSTEM FOR FIRE	Issued	09/228.083	1/8/1999	6,119,784	9/19/2000
PROTECTION SPRINKLERS	Issued	09/220,003	1/0/1999	0,119,704	9/19/2000
SUPPORT SYSTEM	Issued	09/228,082	1/8/1999	6,123,154	9/26/2000
ATTACHMENT MECHANISM	Issued	03/220,002	1,0,1555	0,120,10	3,20,2000
FOR FIRE PROTECTION					
SPRINKLERS					
FIRE PROTECTION	Issued	09/227,525	1/8/1999	6,488,097	12/3/2002
SPRINKLER HEAD SUPPORT					
FIRE PROTECTION	Issued	10/294,886	11/14/2002	6,752,218	6/22/2004
SPRINKLER HEAD SUPPORT					
FIRE PROTECTION	Issued	10/807,817	3/24/2004	7,032,680	4/25/2006
SPRINKLER HEAD SUPPORT					
RELOCATABLE SPRINKLER	Issued	08/455,026	5/31/1995	5,570,745	11/5/1996
ASSEMBLAGE		00/= 40 400	11/1/1005		
RELOCATABLE SPRINKLER	Issued	08/743,498	11/4/1996	5,743,337	4/28/1998
ASSEMBLAGE	T 1	07/2/0 720	11/10/1000	4.064.470	10/22/1000
SPRINKLER CONNECTION TO SCRUBBER DUCT	Issued	07/269,730	11/10/1988	4,964,470	10/23/1990
CORROSION SENSING	Issued	08/670,183	6/20/1996	5,649,598	7/22/1997
SPRINKLER SHROUD	Issued	00/0/0,103	0/20/1990	3,049,396	112211991
FIRE-SUPPRESSION	Issued	09/076,078	5/11/1998	6,076,608	6/20/2000
SPRINKLER SYSTEM AND	Issued	07/070,070	3/11/17/0	0,070,000	0/20/2000
METHOD FOR					
INSTALLATION AND					
RETROFIT					
FIRE-SUPPRESSION	Issued	09/700,297	1/2/2002	6,691,790	2/17/2004
SPRINKLER SYSTEM AND					
METHOD FOR					
INSTALLATION AND					
RETROFIT					
HUB WITH LOCKING	Issued	12/784,286	5/20/2010	8,272,615	9/25/2012
MECHANSIM	ļ				
HAT CHANNEL ADAPTOR	Issued	12/823,894	6/25/2010	8,740,158	6/3/2014
FOR SPRINKLER SUPPORT					
ASSEMBLY CLAMBEOD SPRINKLER	Issued	12/012 216	10/26/2010	0.412.724	4/9/2013
CLAMP FOR SPRINKLER SUPPORT ASSEMBLY	Issued	12/912,316	10/26/2010	8,413,734	4/9/2013
CORROSION SENSING	Issued	08/670,183	6/20/1996	5,649,598	7/22/1997
SPRINKLER SHROUD	Issued	00/0/0,103	0/20/1990	3,049,398	112211991
SI KHAKLEK SHKOOD					

1049108.04-CHISR01A - MSW

**RECORDED: 05/22/2019**