

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5998076

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| BANK OF AMERICA, N.A. | | | 02/28/2020 |
| RECEIVING PARTY DATA | | | |
| Name: | APR ENERGY, LLC | | |
| Street Address: | 3600 PORT JACKSONVILLE PKWY | | |
| City: | JACKSONVILLE | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32226 | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | | |
| Application Number: | 61758815 | | |
| Application Number: | 13909336 | | |
| Patent Number: | 8816518 | | |
| CORRESPONDENCE DATA | | | |
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| ATTORNEY DOCKET NUMBER: | 429668-1 T. RASPA | | |
| NAME OF SUBMITTER: | WILLIAM L. BARTOW | | |
| SIGNATURE: | /William L. Bartow/ | | |
| DATE SIGNED: | 03/05/2020 | | |
| Total Attachments: 4 | | | |
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| source=APR - Patent Release#page2.tif | | | |
| source=APR - Patent Release#page3.tif | | | |

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS

This Termination and Release of Security Interest in Patent Rights (this “Agreement”) is made as of February 28, 2020 by Bank of America, N.A., as Administrative Agent (the “Grantee”) in favor of the Grantor (defined below). Except as otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Collateral Agreement (defined below).

A. WHEREAS, APR Energy Holdings Limited, a company incorporated under the laws of England and Wales (the “Borrower”), APR Energy Limited, a company incorporated under the laws of England and Wales (the “Parent”), the lenders from time to time party thereto and the Grantee, as administrative agent, entered into that certain Third Amended and Restated Credit Agreement dated as of August 15, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

B. WHEREAS, pursuant to the Credit Agreement, APR Energy, LLC (the “Grantor”), the Borrower, the Parent, certain subsidiaries of the Borrower and the Grantee entered into that certain Amended and Restated Collateral Agreement dated as of August 15, 2014 (as further amended, modified, restated, and/or supplemented from time to time, the “Collateral Agreement”);

C. WHEREAS, pursuant to (i) the Collateral Agreement, and (ii) the Patent Security Agreement entered into on August 15, 2014 by the Grantor in favor of the Grantee (the “Patent Security Agreement”), the Grantor has granted to Grantee a continuing security interest in, and lien on, all of its right, title and interest in, to and under all of its intellectual property, including without limitation, those patents set forth on Schedule I hereto (collectively, the “Patent Collateral”);

D. WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on August 15, 2014, at Reel 033549 and Frame 0858; and

E. WHEREAS, the Grantee now wishes to release and restore all right, title and interest in and to the Patent Collateral to the Grantor and to dissolve any and all security interests, liens and encumbrances on or relating to the Patent Collateral.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee agrees as follows:

1. Termination and Release.

The Grantee, without representation, warranty or recourse of any kind, hereby terminates, cancels, discharges and fully releases its lien on and security interest in and to the Patent Collateral. If and to the extent the Grantee has acquired any right, title or interest in or to any of the Patent Collateral, it hereby assigns and transfers such right title or interest to the Grantor, without representation, warranty or recourse of any kind.

The Grantee hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

2. Miscellaneous

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(c) The Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Patent Collateral contemplated hereby.

[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Security Interest in Patent Rights to be duly executed and delivered as of the date first written above.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Anthony Kell

Title: Vice President

[Signature Page to Patent Release Agreement]

SCHEDULE I

Patent

Reel 033549/ Frame 0858

US Patents:

All patents are held by APR Energy, LLC, a Delaware limited liability company

| Reference | Title | Status | Serial. | Filed Date | Patent No. | Issue Date |
|--------------------|---|-----------|------------|------------|------------|------------|
| APR-13-1041P | SPARTAN SYSTEM | EXPIRED | 61/758,815 | 01/31/2013 | | |
| APR-13-1041R | SCALABLE PORTABLE MODULAR POWER PLANT | PUBLISHED | 13/909,336 | 06/04/2013 | | |
| APR-13- 1041DIV | SCALABLE PORTABLE MODULAR POWER PLANT | ISSUED | 14/072,348 | 11/05/2013 | 8,816,518 | 08/26/2014 |