506000274 04/03/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF PATENT SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WELLS FARGO BANK, NATIONAL ASSOCIATION	04/02/2020

RECEIVING PARTY DATA

Name:	POWER SOLUTIONS INTERNATIONAL, INC.		
Street Address:	201 MITTEL DR.		
City:	WOOD DALE		
State/Country:	ILLINOIS		
Postal Code:	60191		
Name:	BI-PHASE TECHNOLOGIES, LLC		
Street Address:	201 MITTEL DR.		
City:	WOOD DALE		
State/Country:	ILLINOIS		
Postal Code:	60191		
Name:	POWERTRAIN INTEGRATION ACQUISITION, LLC		
Street Address:	201 MITTEL DR.		
City:	WOOD DALE		
State/Country:	ILLINOIS		
Postal Code:	60191		

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	D759123
Patent Number:	5823446
Patent Number:	6216675
Patent Number:	6227173
Patent Number:	7047947
Patent Number:	7950267
Patent Number:	D758555
Patent Number:	8833337
Patent Number:	9145054
Patent Number:	9434250

PATENT REEL: 052313 FRAME: 0192

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Property Type	Number
Application Number:	62101820
Application Number:	62101848

CORRESPONDENCE DATA

Fax Number: (212)294-4700

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ATTORNEY DOCKET NUMBER:	17523.3- REL-TERMINATION
NAME OF SUBMITTER:	BECKY TROUTMAN
SIGNATURE:	/Becky Troutman/
DATE SIGNED:	04/03/2020

Total Attachments: 5

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TERMINATION AND RELEASE OF PATENT SECURITY INTEREST

This **TERMINATION AND RELEASE OF PATENT SECURITY INTEREST**, dated as of April 2, 2020 ("<u>Release</u>"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, ("<u>Agent</u>") in favor of POWER SOLUTIONS INTERNATIONAL, INC., a Delaware corporation ("<u>PSI</u>"), BI-PHASE TECHNOLOGIES, LLC, a Minnesota limited liability company ("<u>Bi-Phase</u>") and POWERTRAIN INTEGRATION ACQUISITION, LLC, an Illinois limited liability company ("<u>Powertrain</u>, and together with Bi-Phase and PSI, each a "<u>Grantor</u>" and together, the "<u>Grantors</u>").

- WHEREAS, pursuant to those certain Patent Security Agreements, dated as of June 28, 2013, by and between Agent and PSI (the "<u>PSI Security Agreements</u>"), PSI granted to Agent a security interest in all right, title and interest of PSI in and to certain intellectual property;
- WHEREAS, the PSI Security Agreements were recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") at Reel 030743 Frame 0896 on July 1, 2013 and at Reel 038929 Frame 0327 on June 16, 2016;
- WHEREAS, pursuant to those certain Patent Security Agreements, dated as of November 2, 2015, by and among Agent, Bi-Phase and Powertrain (the "Bi-Phase/Powertrain Security Agreements"), and collectively with the PSI Security Agreements, the "IP Security Agreements"), Bi-Phase and Powertrain granted to Agent a security interest in all right, title and interest of Bi-Phase and Powertrain, respectively, in and to certain intellectual property;
- WHEREAS, the Bi-Phase/Powertrain Security Agreements were recorded at the Canadian Intellectual Property Office at Registration 05686456 and the USPTO at Reel 037031 Frame 0490 on November 13, 2015 and at Reel 039019 Frame 0513 on June 27, 2016, respectively; and
- WHEREAS, Grantors have satisfied the terms of the IP Security Agreements and request a specific release of the security interest granted and recorded against their respective 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 Agreements.
- **SECTION 2**. <u>Termination and Release</u>. Agent, without representation, warranty, or recourse, hereby:
- (a) terminates the IP Security Agreements and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantors in and to all intellectual property (including, but not limited to, all Patent Collateral), whether granted pursuant to the IP Security Agreements or otherwise (and including, but not limited to, the Patents listed on Schedule A attached hereto); and
- (b) reassigns and transfers to Grantors all of their respective right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreements or otherwise (including, but not limited to the Patents listed on Schedule A attached hereto).
- (c) authorizes Grantors or any of their authorized representatives to file this Release with the USPTO or any similar office or agency within or outside the United States at Grantors' expense;

- (d) further authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release; and
- (e) agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantors, at Grantors' 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 Illinois.

[Signature page follows]

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:

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name:【

Its:

Termination and Release of Security Interest (Patents)

Schedule A

PATENTS

Grantor	Country	Patent	Application/ Patent No.	Application/ Filing Date
Bi-Phase	USA	Fuel delivery	D759123	6/14/16
Technologies, LLC		module		
Bi-Phase Technologies, LLC (Co-owned by Walbro Engine Management, LLC; Security Interest granted to Mizuho Corporate Bank, Ltd. by Walbro Engine Management LLC on	USA	Fuel Injector Valve for Liquified Fuel	5823446	10/20/98
J 1/8/12)				
Bi-Phase Technologies, LLC	USA	System and Condenser for Fuel Injection System	6216675	4/17/01
Bi-Phase Technologies, LLC	USA	Fuel Line Arrangement for LPG System, and Method	6227173	5/8/01
Bi-Phase Technologies, LLC	USA	LPG Vehicular Liquid Transfer System	7047947	5/23/06
Bi-Phase Technologies, LLC	USA	Liquid Propane Gas Injector Testing System and Methods	7950267	5/31/11
Bi-Phase Technologies, LLC	Mexico	Condenser for Fuel Injection System	098/09,533	
Bi-Phase Technologies, LLC	Canada	Fuel Lien Arrangement in LPG System	2,274,341	6/11/1999
Bi-Phase Technologies, LLC	Mexico	Fuel Line Arrangement in LPG System	5,572	6/6/2000
Bi-Phase Technologies, LLC	Canada	Fuel Rail for Internal Combustion Engine	2,124,535	5/27/1994
Bi-Phase Technologies, LLC	Canada	Liquified Petroleum Gas Fuel Supply System	2,124,534	5/27/1994

Grantor	Country	Patent	Application/ Patent No.	Application/ Filing Date
Bi-Phase	Mexico	LPG Vehicular	PA/a 2005/009141	8/26/2005
Technologies, LLC		Liquid Transfer System - Mexico	2003/009141	
Bi-Phase Technologies, LLC	Canada	LPG Vehicular Liquid Transfer System - Canada	2,517,113	8/26/2005
Bi-Phase Technologies, LLC	USA	Fuel Line Connector	D758555	6/7/16
Bi-Phase Technologies, LLC	USA	Fuel Line With Integrated Connector for Liquefied Petroleum Gas System	62/101820	1/9/15
Bi-Phase Technologies, LLC	USA	Manual Shutoff for Liquefied Petroleum Gas Delivery Module	62/101848	1/9/15
Power Solutions International, Inc.	USA	Driving System for Engine Auxiliary Power2	8833337	9/16/14
Power Solutions International, Inc.	USA	MODULAR POWER TAKE- OFF ASSEMBLY	9145054	9/29/15
Power Solutions International, Inc.	USA	MODULAR POWER TAKE- OFF ASSEMBLY	9434250	9/6/16

PATENT LICENSES

RECORDED: 04/03/2020

PERC Grant Agreement - 8.0L engine development partially funded by PERC and New Eagle - Powertrain has licensing agreement on ECU and other development under PERC for the 8.0L engine development.