# 506381469 12/02/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6428225

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DA	٩ΤΑ			
		Name	Execution	Date
FIRST NATIONAL BANK	OF PENNS	SYLVANIA	11/30/2020	
RECEIVING PARTY DA	TA			
Name:	TPS, LLC			
Street Address:	2821 OLDI	E ROUTE 15		
City:	NEW COL	UMBIA		
State/Country:	PENNSYL	VANIA		
Postal Code:	17856			
Name:	WISCONS	IN OVEN CORP.		
Street Address:	2675 MAIN ST.			
City:	EAST TRO	γ		
State/Country:	WISCONSIN			
Postal Code:	53120			
PROPERTY NUMBERS Property Type	Total: 7	Number		
Patent Number:		13541		
	6305930			
Patent Number	7708960			
Patent Number:	770	08960		
Patent Number: Patent Number:	770			
Patent Number: Patent Number: Patent Number:	770 794 799	08960 43887		
Patent Number: Patent Number:				
Patent Number: Patent Number: Patent Number: Application Number:	770 794 799 140	08960 13887 03574 020018		
Patent Number: Patent Number: Patent Number: Application Number:	770 794 799 140	08960 13887 03574		
Patent Number: Patent Number: Patent Number: Application Number: Application Number:	770 794 799 140 140	08960 13887 03574 020018		
Patent Number: Patent Number: Patent Number: Application Number: Application Number: CORRESPONDENCE D	770 794 799 140 140 <b>ATA</b>	08960 13887 03574 020018		
Patent Number: Patent Number: Patent Number: Application Number: Application Number: CORRESPONDENCE D Fax Number: <i>Correspondence will be</i>	770 794 799 140 140 ATA (41) e sent to the	08960 13887 03574 020018 038237 2)394-7959 <b>e e-mail address first; if that i</b>		nt
Patent Number: Patent Number: Patent Number: Application Number: Application Number: CORRESPONDENCE D Fax Number: Correspondence will be using a fax number, if p	770 794 799 140 140 ATA (41) e sent to the provided; if	2)394-7959		nt
Patent Number: Patent Number: Patent Number: Application Number: Application Number: CORRESPONDENCE D Fax Number: <i>Correspondence will be</i>	770 794 799 140 140 ATA (41) e sent to the provided; if 412	08960 13887 03574 020018 038237 2)394-7959 e e-mail address first; if that is that is unsuccessful, it will be	e sent via US Mail.	nt
Patent Number: Patent Number: Patent Number: Application Number: Application Number: CORRESPONDENCE D Fax Number: <i>Correspondence will be</i> <i>using a fax number, if p</i> Phone:	770 794 799 140 140 ATA (41) e sent to the provided; if 412 jnol	08960 13887 03574 020018 038237 2)394-7959 <b>e e-mail address first; if that i</b> <b>that is unsuccessful, it will b</b> 2-391-3939	e sent via US Mail.	nt

**SUITE 4500** 

Address Line 2:

Address Line 4: PITT	SBURGH, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	MELANIE H. MISITIGH		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	12/02/2020		
Total Attachments: 7 source=FILE IP Release - FNB#page1.tif source=FILE IP Release - FNB#page2.tif source=FILE IP Release - FNB#page3.tif source=FILE IP Release - FNB#page4.tif source=FILE IP Release - FNB#page5.tif source=FILE IP Release - FNB#page6.tif source=FILE IP Release - FNB#page7.tif			

# RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of November 30, 2020 and granted by First National Bank of Pennsylvania, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), a national banking association, as administrative agent for the Lenders under the IP Security Agreement referred to below, in favor of TPS, LLC, a Delaware limited liability company ("TPS") and WISCONSIN OVEN CORP., a Wisconsin corporation ("Wisconsin", together with TPS, "Grantors" and each a "Grantor") and its successors, assigns and legal representatives. All terms used but not defined herein shall have the meanings set forth (including by reference) in the IP Security Agreement (as defined below).

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as March 6, 2015 (as amended, supplemented, restated, or otherwise modified from time to time as of the date hereof, the "IP Security Agreement") among the Grantors and the Administrative Agent, each Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the Collateral (as such term is defined in the IP Security Agreement), including the Patents and Trademarks listed on Schedule 1 and 2 hereto;

WHEREAS, the IP Security Agreement was recorded in the records of the Patent division of the United States Patent and Trademark Office on April 12, 2017 at reel 041985, frame 0085:

WHEREAS, the IP Security Agreement was recorded in the records of the Trademark division of the United States Patent and Trademark Office on April 11, 2017 at reel 6031, frame 0941, and;

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent and the Lenders may have in the IP Collateral pursuant to the IP Security Agreement.

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

1. <u>Release of Security Interest</u>. Administrative Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "<u>IP Collateral</u>"):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in <u>Schedule 1</u>, and all reissues, divisions, continuations,

continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "<u>Patents</u>");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule 2</u>, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "<u>Trademarks</u>");

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. <u>Further Assurances</u>. The Administrative Agent hereby authorizes and requests the Director of the United States Patent and Trademark Office to issue all patents and trademarks, and any other types of issuances, certificates, or registrations for all applications and any other filings that relate to the IP Collateral in the name of the Grantors in order to allow each Grantor to secure and vest full ownership interest in all intellectual property rights for such related applications and other filings that are included in the IP Collateral.

3. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

#### [SIGNATURE PAGE FOLLOWS]

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

First National Bank of Pennsylvania

By: Christopher Clegg

Name: Christopher Clegg Title: SVP Address for Notices: First National Bank 55 Public Square - Suite #1460 Cleveland, OH 44113 Attn: Christopher Clegg

# SCHEDULES

#### **SCHEDULE 1**

#### PATENTS

Grantor	Country	Title	Patent / Application No
TPS, LLC	USA	Steam Generating Method And Apparatus For Simulation Test Chambers	7213541
TPS, LLC	USA	Vertical Multiple Stage Oven	6305930
TPS, LLC	USA	Dry Heat Convection Sterilization System	7708960
TPS, LLC	USA	Indexing Method And Apparatus For An Electroheating Technology Oven	7943887
TPS, LLC	USA	Board Lined Furnace With Side Immersion Heating Elements	7993574
TPS, LLC	USA	Thermal System Including an Environmental Test Chamber	14020018
TPS, LLC	USA	Focused Airflow in a Two Truck Wide Vivarium	14038237

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#### **SCHEDULE 2**

#### TRADEMARKS

Grantor	Country	Trademark	Status	Reg./ Serial Number
TPS, LLC	US	AUTOLADLE	Registered	0769462
TPS, LLC	US	BLUE M	Registered	1333007
TPS, LLC	US	C-EVO	Registered	4293134
TPS, LLC	US	СОМРАСТ	Registered	0849818
TPS, LLC	US	ECLIPSE	Registered	0849818
TPS, LLC	US	FRICTION-AIRE	Registered	1118714
TPS, LLC	US	GRUENBERG	Pending	4554896
TPS, LLC	US	HOLIMESY	Registered	1550861
TPS, LLC	US	НОМО	Registered	1550861
TPS, LLC	US	НУАМ	Registered	0882525
TPS, LLC	US	INTUATOUCH	Pending	4769305
TPS, LLC	US	INTUAWEB	Pending	86027216
TPS, LLC	US	LINDBERG	Registered	86027216
TPS, LLC	US	LINDBERG HEVI- DUTY	Registered	0836723
TPS, LLC	US	LINDBERG/MPH	Registered	2313632
TPS, LLC	US	LUNAIRE	Registered	4371438
TPS, LLC	US	MOLDATHERM	Registered	0991864

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US	PACEMAKER	Registered	0913431
US	SILVER SELECT	Pending	86010585
US	STERI-DRY	Registered	3413293
US	TC SERIES	Registered	4716931
US	TEMPERITE	Registered	0650441
US	TENNEY	Registered	2699592
US	THERMAL PRODUCTS SOLUTIONS	Registered	3825399
US	TPS	Registered	3379046
US	TPS (& Design)	Registered	3029933
US	THERMAL PRODUCTS SOLUTIONS (& Design)	Registered	3004775
US	TREET-ALL	Registered	1946114
US	ULTRA-TEMP	Registered	1123665
US	PRESCISIONFLO	Pending	86101497
US	UTC	Pending	4713585
US	WO	Registered	1175050
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