

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6508779

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PAYOFF LETTER AND RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 052778/0883
CONVEYING PARTY DATA	
Name	Execution Date
U.S. BANK NATIONAL ASSOCIATION	11/05/2020
RECEIVING PARTY DATA	
Name:	WARREN DISTRIBUTION INC.
Street Address:	950 S. 10TH STREET
Internal Address:	SUITE 300
City:	OMAHA
State/Country:	NEBRASKA
Postal Code:	68108
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D747206
Patent Number:	D747205
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<i>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.</i>	
Phone:	3128622000
Email:	rob.soneson@kirkland.com
Correspondent Name:	ROB SONESON
Address Line 1:	300 N LASALLE
Address Line 2:	KIRKLAND & ELLIS LLP
Address Line 4:	CHICAGO, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	RFS
NAME OF SUBMITTER:	ROB SONESON
SIGNATURE:	/rsoneson/
DATE SIGNED:	01/21/2021
Total Attachments: 6	
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PAYOFF AND TERMINATION STATEMENT

November 5, 2020

Warren Distribution Inc.
920 South 10th Street
Suite #300
Omaha, NE 68108
Attn: [REDACTED]

Re: Obligation No. Obligation No. 34.

Ladies and Gentlemen:

U.S. Bank National Association (“U.S. Bank”) has been advised by Warren Distribution Inc., a Nebraska corporation (the “Borrower”) that the Borrower plans to repay principal, interest and other charges arising out of or, in the case of swaps, related to the following obligation(s) of the Borrower to U.S. Bank (the “Obligations”):

Obligation Number Obligation No. 34 dated as of May 22, 2020 in the original principal amount of [REDACTED]

The Borrower has requested that U.S. Bank issue a payoff statement for the loans listed above, and the Borrower has further requested that U.S. Bank terminate any existing commitment to lend on the loans listed above upon receipt of the Payoff Amount (as defined below) in accordance with the terms of this statement.

The total amount due under the Obligation(s) as of November 9, 2020 (the “Statement Date”) is as follows (the “Payoff Amount”):

Principal:	[REDACTED]
Interest:	
LIBOR breakage:	
Fees:	
Legal Fees:	
Total	

The Payoff Amount is the total amount of principal, interest and other charges due as of the Statement Date under the Obligations. The Payoff Amount assumes no changes in principal amount or interest rate between the issuance of this statement and receipt of the Payoff Amount, no draws under any letter of credit and no application of any amount to the Obligations as a result of an automatic sweep, if any, between any deposit account and any credit facility including in the Obligations. If payment is not received by 2:00 p.m. (Central time) on the Statement Date you must request an updated statement on the date on which payment will be made.

[REDACTED]

In consideration of the full payment of the Payoff Amount, and in consideration of Borrower’s agreement

to indemnify U.S. Bank with respect to the matters hereinafter set forth, U.S. Bank hereby (a) acknowledges and agrees that payment of the Payoff Amount will constitute payment in full of the Obligations, and (b) agrees that upon receipt of the Payoff Amount, (i) all liens, mortgages, grants of security in intellectual property and security interests in any and all collateral in which the Borrower or any other grantor has granted a security interest to U.S. Bank to secure only the Obligations (collateral which secures obligations in addition to those specified above, whether by securing "all obligations" of the Borrower or grantor or by securing other specifically identified obligations of the Borrower or grantor, will not be released) (the "Security Filings") set forth on Schedule 1 attached hereto shall be automatically released, terminated and of no further force and effect without requiring further action of U.S. Bank; and (ii) all of the agreements, including any guaranties, evidencing or supporting the Obligations shall be terminated with respect to the Obligations, and neither the Borrower nor any guarantor will have any further liabilities thereunder with respect to the Obligations except with respect to certain liabilities that survive payment pursuant to the terms of the agreements evidencing, securing or supporting the Obligations.

Upon receipt of the Payoff Amount by U.S. Bank pursuant to the Wire Instructions, the Borrower and/or Borrower's attorneys are authorized to file termination statements terminating all UCC financing statements on file, terminations or releases with respect to any intellectual property, and terminations or releases with respect to any mortgages that secure solely the Obligations and set forth on Schedule 1 attached hereto. U.S. Bank hereby agrees, at the sole cost and expense of the Borrower, to deliver promptly to the Borrower, (a) originally executed and notarized (if applicable) releases for each of the liens and mortgages granted to U.S. Bank securing only the Obligations, (b) possessory collateral in the possession of U.S. Bank (including, without limitation, stock certificates and pledged intercompany notes) pledged as collateral to secure only repayment of the Obligations and (c) upon the reasonable request of the Borrower, U.S. Bank will execute and deliver to the requesting party additional terminations, releases and satisfactions of the undersigned's liens on, and security interests in, Borrower's property and the property of any guarantor of the Obligations as are necessary to evidence the satisfaction of such Borrower's or such guarantor's Obligations and the termination of the interests of U.S. Bank in all collateral held with respect thereto.

Borrower acknowledges that U.S. Bank may not yet have received full and final credit for all checks or similar instruments for the payment of money which were (a) drawn by account debtors of the Borrower in payment of invoices of the Borrower, and (b) heretofore delivered to U.S. Bank or deposited for collection, the amount of which checks or similar instruments have nonetheless been credited by U.S. Bank to the Borrower in computing the Payoff Amount. Borrower agrees to indemnify U.S. Bank for the face amount of any such checks or instruments (a) which were received or deposited for collection by U.S. Bank on or before the Statement Date and taken into account in calculating the Payoff Amount, and (b) which are thereafter returned to U.S. Bank unpaid for any reason. Any automatic loan sweeps tied to the Obligations will be terminated in connection with receipt of the Payoff Amount.

Notwithstanding anything in this statement to the contrary, the Borrower acknowledges and agrees that its obligations and liabilities under the Obligations shall be reinstated with full force and effect if at any time on or after the receipt of the Payoff Amount, all or any portion of the Payoff Amount paid to U.S. Bank, or its counsel, is voided or rescinded or must otherwise be returned by U.S. Bank, or its counsel, to the Borrower or any other obligor upon its insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

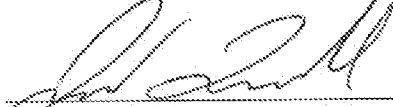
This statement supersedes any and all prior discussions and correspondence regarding the Payoff Amount. This statement (a) shall be governed by and construed and enforced in accordance with the laws of the State of Nebraska, without reference to principles of conflicts of law, (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors

and assigns. This statement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this statement by telecopier shall be effective to the same extent as delivery of a manually executed counterpart of this statement.

[Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

By: 

Name: Judson M. Farrell

Title: Commercial Banking Relationship Manager

Acknowledged and Agreed to this _____ day of November, 2020.

WARREN DISTRIBUTION INC.,
as Borrower

By: _____

Name: Michael T. Juhlin

Title: Chief Financial Officer

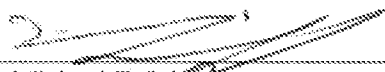
Very truly yours,

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: Judson M. Farrell
Title: Commercial Banking Relationship Manager

Acknowledged and Agreed to this 6th day of November, 2020.

WARREN DISTRIBUTION INC.,
as Borrower

By: 
Name: Michael T. Joffe
Title: Chief Financial Officer

Schedule 1

Liens

	Original File Date	Original File #	Type of Filing	Jurisdiction	Secured Party
1.	6/1/2020	202000004130	Financing Statement	Belmont County, OH – Recorder	U.S. Bank National Association
2.	5/28/2020	RP-2020-224432	Financing Statement	Harris County, TX – County Clerk	U.S. Bank National Association
3.	6/2/2020	0104551	Financing Statement	Marshall County, AL – Recorder / Judge of Probate	U.S. Bank National Association
4.	5/28/2020	2020-06643	Financing Statement	Pottawattamie County, IA – Recorder	U.S. Bank National Association
5.	6/8/2020	2020E060800010	Financing Statement	West Virginia – Secretary of State	U.S. Bank National Association
6.	5/25/1999	9999808187	Financing Statement	Nebraska – Secretary of State	U.S. Bank National Association
7.	10/23/2001	9901173809-1	Financing Statement	Nebraska – Secretary of State	U.S. Bank National Association
8.	10/23/2001	9901173816-6	Financing Statement	Nebraska – Secretary of State	U.S. Bank National Association
9.	9/3/2002	9902233856-5	Financing Statement	Nebraska – Secretary of State	U.S. Bank National Association
10.	5/30/2012	9912693041-5	Financing Statement	Nebraska – Secretary of State	U.S. Bank National Association, as agent
11.	5/28/2020	9820192597-1	Financing Statement	Nebraska – Secretary of State	U.S. Bank National Association

	<u>Assignee</u>	<u>Reel/frame</u>	<u>Date recorded</u>
12.	US Bank National Association	6948/0161	May 28, 2020
13.	U.S. Bank National Association	5859/0715	August 18, 2016
14.	US Bank National Association	4790/0919	May 30, 2012
15.	US Bank National Association	039480/0329	August 19, 2016
16.	US Bank National Association	052778/0886	May 28, 2020