

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6739660

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	3	
CONVEYING PARTY DATA		
Name		Execution Date
GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT		06/01/2021
RECEIVING PARTY DATA		
Name:	CELLXION, LLC	
Street Address:	7101 SOUTHBRIDGE DRIVE	
City:	SIOUX CITY	
State/Country:	IOWA	
Postal Code:	51111	
Name:	FWT, L.L.C.	
Street Address:	7101 SOUTHBRIDGE DRIVE	
City:	SIOUX CITY	
State/Country:	IOWA	
Postal Code:	51111	
Name:	MIDWEST UNDERGROUND TECHNOLOGY, INC.	
Street Address:	7101 SOUTHBRIDGE DRIVE	
City:	SIOUX CITY	
State/Country:	IOWA	
Postal Code:	51111	
Name:	SABRE COMMUNICATIONS CORPORATION	
Street Address:	7101 SOUTHBRIDGE DRIVE	
City:	SIOUX CITY	
State/Country:	IOWA	
Postal Code:	51111	
Name:	SABRE INDUSTRIES, INC.	
Street Address:	7101 SOUTHBRIDGE DRIVE	
City:	SIOUX CITY	
State/Country:	IOWA	
Postal Code:	51111	
PROPERTY NUMBERS Total: 18		

PATENT

Property Type	Number
Patent Number:	10072437
Patent Number:	10284830
Patent Number:	10266934
Patent Number:	10655354
Patent Number:	D788062
Patent Number:	D817915
Patent Number:	D788063
Patent Number:	D817916
Patent Number:	D788064
Patent Number:	D817917
Patent Number:	D788065
Patent Number:	D817918
Patent Number:	10686242
Patent Number:	10224594
Patent Number:	10526803
Application Number:	16201641
Application Number:	15418583
Application Number:	15433698

CORRESPONDENCE DATA

Fax Number: (213)892-4738

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: 424-386-4328

Email: dcip@milbank.com, marnold@milbank.com

Correspondent Name: MONICA ARNOLD, ESQ.

Address Line 1: 2029 CENTURY PARK EAST, 33RD FLOOR

Address Line 2: MILBANK, LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	30045.00317
NAME OF SUBMITTER:	MONICA ARNOLD
SIGNATURE:	/s/ Monica Arnold /s/
DATE SIGNED:	06/02/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination of Intellectual Property Security Agreement (this “Termination”), dated as of June 1, 2021, is executed by Goldman Sachs Bank USA, as Collateral Agent (the “Collateral Agent”) in favor of Cellxion, LLC, FWT, L.L.C., Midwest Underground Technology, Inc., Sabre Communications Corporation and Sabre Industries, Inc. (each a “Grantor” and together the “Grantors”).

RECITALS

WHEREAS, the Grantors and the Collateral Agent, as collateral agent for the benefit of the Secured Parties, entered into (i) a certain Guarantee and Collateral Agreement, dated as of April 15, 2019 in favor of Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral and Guarantee Agreement”), and (ii) a certain Intellectual Property Security Agreement dated as of April 15, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement,” collectively, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral, including Patents, Trademarks and Copyrights;

WHEREAS, the patents of the IP Security Agreement were recorded in the United States Patent and Trademark Office on April 19, 2019 at reel 048934 and frame 0743 and the trademarks of the IP Security Agreement were recorded in the United States Patent and Trademark Office on April 19, 2019 at reel 6623, frame 0943; and the copyright of the IP Security Agreement was recorded in the United States Copyright Office on April 23, 2019 at Volume V9974, Document 099;

WHEREAS, Collateral Agent desires to release any security interest and any other lien it or the Secured Parties may have in the Collateral, and assign all right, title and interest it or the Secured Parties may have in and to the Intellectual Property Collateral back to Grantors; and

WHEREAS, the each Security Agreement has been terminated.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent on behalf of itself and the Secured Parties agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the IP Security Agreement or Guarantee and Collateral Agreement, as applicable.
2. The Collateral Agent is executing and delivering this Termination as further evidence of the termination of the Security Agreements and the release of any security interests created thereunder.
3. The Collateral Agent, on behalf of itself and the other Secured Parties, hereby claims no further right, title, or interest whatsoever in or to any and all of the Collateral, and accordingly, the Collateral Agent hereby expressly on behalf of itself and the other Secured Parties, hereby absolutely, unconditionally fully and irrevocably releases, terminates and discharges any security interests, pledges or liens that Collateral Agent or any other Secured Party may have in and to any and all of the Collateral (including but not limited to the Collateral listed on Exhibit A hereto).

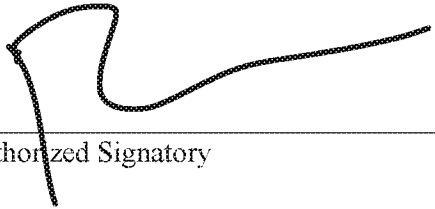
4. The Collateral Agent agrees that, at the Grantors' sole expense, it shall execute all other documents and do all other acts as reasonably requested by Grantors to relinquish and effect the release of its security interest in the Collateral and authorizes and requests that the United States Patent and Trademark Office (or any equivalent or successor office) note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's and each Secured Party's rights and interests under the Security Agreements.

5. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Authorized Signatory

Robert Ehudin

Exhibit A

Copyright Registrations and Applications

<u>Claimant</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Title</u>
Sabre Communications Corporation	TX0006172671	March 22, 2005	Sabre Site Solutions customer catalog: committed to customer service

Patent Registrations and Applications:

<u>Patent No.</u>	<u>Title</u>	<u>File Date</u>	<u>Date of Patent</u>	<u>Owner</u>
10072437	Magnetic Straking such as for Utility or Communications Tower	7/7/2017	9/11/2018	Sabre Communications Corporation
10284830	3D Laser Projection of Part Locations onto Communication or Utility Poles or other Structures	5/10/2018	5/7/2019	Sabre Communications Corporation
10266934	Coating to Inhibit Galvanizing Cracks	6/3/2016	4/23/2019	Sabre Communications Corporation
10655354	Custom Nut System	10/9/2018	5/19/2020	Sabre Communications Corporation
Application 16/201,641	Split Nut	11/27/2018	Pending	Sabre Communications Corporation
D788,062	Combined Modular Radio and Power Pole	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,915	Combined Modular Radio and Power Pole	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,063	Combined Modular Radio and Power Pole	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,916	Combined Modular Radio and Power Pole	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,064	Combined Modular Radio and Power Pole with Bench Seating	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,917	Combined Modular Radio and Power Pole with Bench Seating	5/12/2017	5/15/2018	Sabre Industries Inc.
D788,065	Combined Modular Radio and Power Pole with Pier	1/27/2016	5/30/2017	Sabre Industries Inc.
D817,918	Combined Modular Radio and Power Pole with Pier	5/12/2017	5/15/2018	Sabre Industries Inc.
10686242	Radio and Power Pole	1/27/2017	06/16/2020	Sabre Industries Inc.
10224594	Radio and Power Pole	1/27/2017	3/5/2019	Sabre Industries Inc.
Application 15/418,583	Radio and Power Pole	1/27/2017	Pending	Sabre Industries Inc.
Application 15/433,698	Outdoor Cabinets for Enclosing Electrical Equipment	2/15/2017	Pending	Sabre Industries Inc.
10526803	Monopole Platform Upper Rail Support	5/24/2017	1/7/2020	Sabre Communications Corporation

Trademark Registrations and Applications

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cellxion, LLC	Cellxion	2243677	May 4, 1999
Cellxion, LLC	Cellxion	2333583	March 21, 2000
FWT, L.L.C.	Powermount	2088202	August 12, 1997
Sabre Industries, Inc.	Smartpier	5465029	May 8, 2018
Sabre Industries, Inc.	Smartstack	5546247	August 21, 2018
Midwest Underground Technology, Inc.	Site 	3949962	April 26, 2011
Midwest Underground Technology, Inc.	Site	3930248	March 8, 2011
Midwest Underground Technology, Inc.	Site	101683	May 11, 2010
Midwest Underground Technology, Inc.	Site	101684	May 11, 2010
Midwest Underground Technology, Inc.	Site	101685	May 11, 2010
Midwest Underground Technology, Inc.	Site	101686	May 11, 2010
Midwest Underground Technology, Inc.	Site	101687	May 11, 2010
Midwest Underground Technology, Inc.	Site	101688	May 11, 2010
Midwest Underground Technology, Inc.	Muti (Tradename)	615168	February 9, 2015
Midwest Underground Technology, Inc.	Sabre Industries (Tradename)	615169	February 9, 2015