# 506751504 07/06/2021

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT RELEASE AND REASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
NXT CAPITAL, LLC, AS ADMINISTRATIVE AGENT	06/29/2021

# **RECEIVING PARTY DATA**

Name:	SIERRA RESEARCH, INC.
Street Address:	7919 FOLSOM BLVD, STE 320
City:	SACRAMENTO
State/Country:	CALIFORNIA
Postal Code:	95826-2616
Name:	SCHREIBER, YONLEY & ASSOCIATES, INC.
Name: Street Address:	SCHREIBER, YONLEY & ASSOCIATES, INC. 16252 WESTWOODS BUSINESS PARK DR
Street Address:	16252 WESTWOODS BUSINESS PARK DR

# **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	6601441
Patent Number:	7071002
Application Number:	07797709

#### CORRESPONDENCE DATA

**Fax Number:** (212)492-0298

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NAME OF SUBMITTER: SARAH KIRSCHENHEITER

SIGNATURE: /Sarah Kirschenheiter/

DATE SIGNED:	07/06/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4		
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## PATENT RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT (this "Release") is made as of June 29, 2021, by NXT Capital, LLC, in its capacity as administrative agent for the Secured Creditors ("Agent") in favor of Sierra Research, Inc., a California corporation ("Sierra") and Schreiber, Yonley & Associates, Inc., a Missouri corporation ("SYA", and collectively, with Sierra, the "Grantors"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of October 14, 2015 (the "Security Agreement"), among Agent, the Grantors and one or more of their affiliates (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors were required to execute and deliver to Agent, for the benefit of the Secured Creditors, the Patent Security Agreement (as defined below);

WHEREAS, Agent and the Grantors were parties to that certain Patent Security Agreement, dated as of October 14, 2015 (the "Patent Security Agreement"), pursuant to which each Grantor granted, collaterally assigned and pledged to Agent, for the benefit of the Secured Creditors, a continuing security interest in all of such Grantor's right, title and interest in, to and under Patent Collateral (as defined below), including the Patents set forth on Schedule 1 hereto; and

WHEREAS, the Patent Security Agreement was recorded by the United States Patent and Trademark Office ("<u>USPTO</u>") on October 14, 2015, at Reel 036790, Frame 0001; and

WHEREAS, Agent has agreed to release its security interest in and lien on all of the Grantors' right, title and interest in, to and under the Patent Collateral and reassign the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases, terminates and discharges its continuing security interest in the Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "Patent Collateral"):
- (a) all of its Patents and rights in and to exclusive Intellectual Property Licenses with respect to Patents to which it is a party including those Patents referred to on <u>Schedule I</u> hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent Intellectual Property License; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

- 2. Agent hereby reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Patent Collateral.
- 3. Agent hereby authorizes the Grantors, or the Grantors' authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. Agent agrees to execute and deliver to the Grantors other instruments and other documents as may be necessary to release the security interest in and lien on the Patent Collateral which had been granted under the Patent Security Agreement.
  - 4. This Release shall be governed by the internal laws of the State of New York.

[Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Patent Release and Reassignment to be executed as of the date first set forth above.

NXT CAPITAL, LLC, as Agent

Daniel Polaneczky

By: dan.polaneczky@nxtcapital.com

Name: Dan Polaneczky Title: Vice President

Patent Release and Reassignment (Trinity)

## **SCHEDULE 1**

## <u>Patents</u>

Patents registered to Sierra Research, Inc.

- 1. Device and method for verifying the operation of a chassis dynamometer (U.S. Reg. No. 6601441, Reg. Date 8/5/2006).
- 2. Method and system for vehicle emission testing: measuring pollution concentration; extraction emission sampling; determination fuel consumption; measuring pollution concentration per time period (U.S. Reg. No. 7071002, Reg. Date 7/4/2006)

Patents and patent applications of Schreiber, Yonley & Associates, Inc.

3. System, Apparatus and Method of Disposing of Solid Waste (U.S. Patent Application Serial No. 07/797,709; App. Date 11/25/1991).

PATENT REEL: 056769 FRAME: 0893

RECORDED: 07/06/2021