## 506779112 07/21/2021

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6825929

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY AGREEMENT RECORDED AT REEL REEL 041782, FRAME 0054

## **CONVEYING PARTY DATA**

Name	Execution Date
U.S. BANK NATIONAL ASSOCIATION	07/21/2021

### **RECEIVING PARTY DATA**

Name:	TFS LTD. (F/K/A TOTAL FLEET SOLUTIONS, LTD.)	
Street Address:	3235 LEVIS COMMON BLVD.	
City:	PERRYSBURG	
State/Country:	ОНЮ	
Postal Code:	43551	
Name:	CONCENTRIC, LLC (F/K/A ABT POWER MANAGEMENT, LLC)	
Street Address:	3235 LEVIS COMMON BLVD.	
City:	PERRYSBURG	
State/Country:	OHIO	
Postal Code:	43551	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Patent Number:	8201463	
Patent Number:	9664745	

#### **CORRESPONDENCE DATA**

Fax Number:

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.

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Correspondent Name: KATE ANDES

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TTORNEY DOCKET NUMBER: 1119931-0133-CM65	
NAME OF SUBMITTER:	KATE ANDES
SIGNATURE:	/Kate Andes/
DATE SIGNED:	07/21/2021

PATENT 506779112 REEL: 056940 FRAME: 0980

## **Total Attachments: 4**

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#### RELEASE OF PATENT SECURITY AGREEMENT

This RELEASE OF PATENT SECURITY AGREEMENT (this "Release") dated as of July 21, 2021, is made by U.S. Bank National Association, a National Association, as the Noteholder Representative for the Secured Parties (in such capacity, together with its successors and assigns, the "Noteholder Representative"), located at 214 North Tyron Street, 27<sup>th</sup> Floor, Charlotte, North Carolina 28202 in favor of TFS, Ltd. (f/k/a Total Fleet Solutions, Ltd.), located at 3235 Levis Common Blvd., Perrysburg, Ohio 43551, an Ohio limited liability company, and Concentric, LLC (f/k/a ABT Power Management, LLC), located at 518 Teague Street, Greensboro, NC 27406, a Delaware limited liability company (collectively, the "Grantors" and each a "Grantor"). Terms defined in the Security Agreement and the Patent Agreement referred to below and not otherwise defined herein are used herein as defined in the Security Agreement and Patent Agreement, as applicable.

WHEREAS, each Grantor is party to (i) a Second Lien Security Agreement dated as of March 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto and the Noteholder Representative, and (ii) that certain Patent Security Agreement, dated as of March 10, 2017 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Patent Agreement"), by and amf[ong the Noteholder Representative and the Grantors;

WHEREAS, under the Security Agreement and the Patent Agreement, each Grantor granted to the Noteholder Representative a security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the Patent Collateral (as defined in the Patent Agreement), including, without limitation, the Patents set forth on Schedule A annexed hereto);

WHEREAS, the Patent Agreement was filed on March 29, 2017 with the United States Patent and Trademark Office at Reel 041781, Frame 0840 and Reel 041782, Frame 0054; and

WHEREAS, the Grantors have requested that the Noteholder Representative release its Security Interest.

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

1. The Noteholder Representative hereby terminates the Patent Agreement and fully releases, terminates, cancels and discharges its Security Interest in the Patent Collateral, without representation or warranty, and any right, title or interest of the Noteholder Representative' and the other Secured Parties in the foregoing under the Security Agreement and the Patent Agreement shall hereby cease and become void, and the Noteholder Representative hereby re-assigns to each applicable Grantor, without representation or warranty, any right, title or interest it may have in or to any of the Patent Collateral. The Grantors (and any successor to each Grantor, including any person or entity hereafter holding any right, title or interest in and to the Patent Collateral) are hereby authorized to record this Release with the United States Patent and Trademark Office. The Noteholder Representative authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Release. The

Noteholder Representative shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of the releases contained herein, in each case at the Grantors' sole expense.

2. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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IN WITNESS WHEREOF, the Noteholder Representative has caused this Release of Patent Security Agreement to be duly executed as of the day and year first above written.

**NOTEHOLDER REPRESENTATIVE:** 

U.S. BANK NATIONAL ASSOCIATION, as the

Noteholder Representative

By: \_\_\_ Name:

Title:

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REEL: 056940 FRAME: 0984

# SCHEDULE A TO RELEASE OF PATENT SECURITY AGREEMENT

# **US Patents Issued:**

Patent No.	Issue Date	Title	Owner
8,201,463	6/19/12	Lift Truck Clamp Test System	Total Fleet Solutions, Ltd.
9,664,745	5/30/17	COMPUTER IMPLEMENTED SYSTEM AND METHOD AND COMPUTER PROGRAM PRODUCT FOR USING BATTERY INFORMATION TO AUTOMATICALLY CHARGE A BATTERY	ABT Power Management, LLC

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**RECORDED: 07/21/2021**