

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6857806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC.	07/30/2021
RECEIVING PARTY DATA	
Name:	RAYNE DEALERSHIP CORPORATION
Street Address:	4635 RUFFNER STREET
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92111
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8585906
Patent Number:	9186665
CORRESPONDENCE DATA	
Fax Number:	(650)838-5109
<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:	650-838-3743
Email:	jlik@shearman.com
Correspondent Name:	SOPHIE ZANDER
Address Line 1:	599 LEXINGTON AVENUE
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	35613-144
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	08/10/2021
Total Attachments: 4	
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**TERMINATION AND RELEASE OF
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of July 30, 2021 by **MORGAN STANLEY SENIOR FUNDING, INC.**, as administrative agent and collateral agent (in such capacities, the “*Administrative Agent*”), in favor of **RAYNE DEALERSHIP CORPORATION**, a Delaware corporation (the “*Grantor*”).

WHEREAS, reference is made to that certain First Lien US Pledge and Security Agreement, dated as of December 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “*Security Agreement*”), among the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in Syndicated Facility Agreement (as defined below) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 13, 2016 (as amended by that certain Corrective Amendment to First Lien Credit Agreement, dated as of December 13, 2016, that certain First Amendment to Syndicated Facility Agreement, dated as of August 31, 2017, that certain Second Amendment to Syndicated Facility Agreement, dated as of March 12, 2018, that certain Third Amendment to Syndicated Facility Agreement, dated as of July 19, 2019, that certain Fourth Amendment to Syndicated Facility Agreement, dated as of July 10, 2019, that certain Fifth Amendment to Syndicated Facility Agreement, dated as of September 30, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “*Syndicated Facility Agreement*”), by and among, inter alios, AI Aqua (Luxembourg) S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is located at 2-4, rue Beck, L-1222 Luxembourg and registered with the Register of commerce and companies (Registre de commerce et des sociétés) of Luxembourg under number B 209670, AI Aqua Merger Sub, Inc., a Delaware corporation, AI Aqua Zip Bidco Pty Ltd. ACN 620 031 549, a limited liability company organized under the laws of New South Wales, the Lenders from time to time party thereto, Morgan Stanley, in its capacities as administrative agent and collateral agent for the Lenders and as an Issuing Administrative Agent and the Swingline Lender, and Royal Bank of Canada and BMO Capital Markets Corp., as joint lead arrangers and joint bookrunners.

WHEREAS, the Grantor executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of November 14, 2019 (as may be amended, modified, restated, replaced, or supplemented from time to time, the “*Intellectual Property Security Agreement*”), granting to the Administrative Agent a continuing security interest in all of its right, title or interest in, to or under the Patents, Trademarks and Copyrights identified in Schedule I hereto;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (“*USPTO*”) on November 20, 2019 at Reel 051070, Frame 0900; and

WHEREAS, the Grantor has requested that the Administrative Agent hereby terminates the Intellectual Property Security Agreement as herein provided.

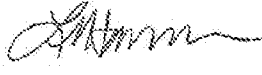
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. **Definitions.** Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Intellectual Property Security Agreement or Security Agreement, as applicable.
2. **Release.** The Administrative Agent hereby releases, terminates and discharges, without recourse or representation or warranty, express or implied, of any kind, the Administrative Agent's security interest in and to the Patents, Trademarks and Copyrights identified in Schedule I hereto that was granted to the Administrative Agent pursuant to the Intellectual Property Security Agreement.
3. **Recordation.** The Administrative Agent hereby authorizes and requests that this Termination and Release be recorded with the USPTO and any other applicable governmental authority.
4. **Governing Law.** This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**MORGAN STANLEY SENIOR
FUNDING, INC.**

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to IPSA Termination (Rayne Dealership Corporation)]

**PATENT
REEL: 057155 FRAME: 0654**

SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

PATENTS AT REEL 051070, FRAME 0900

Grantor	Title	Patent No.	Grant Date	Appl. No.
Rayne Dealership Corporation	REGENERATION OF ION EXCHANGE RESIN AND RECOVERY OF REGENERANT SOLUTION	8585906	11/19/2013	12/889350
Rayne Dealership Corporation	SYSTEM FOR ION EXCHANGE RESIN REGENERATION AND REGENERANT RECOVERY	9186665	11/17/2015	14/046958