### 507018746 12/09/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7065580

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS	

### **CONVEYING PARTY DATA**

Name	Execution Date
JEFFERIES FINANCE LLC	12/08/2021

### **RECEIVING PARTY DATA**

Name:	FYFE CO. LLC	
Street Address:	4995 MURPHY CANYON ROAD, SUITE 110	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92123	

### **PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	7207149
Patent Number:	7574840
Patent Number:	7980033
Patent Number:	7930863
Patent Number:	8511043
Patent Number:	7406806
Patent Number:	9086183
Patent Number:	9933104
Patent Number:	10197209
Patent Number:	8713891
Patent Number:	10001238
Patent Number:	9993992
Patent Number:	9085898
Application Number:	17112259

### **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.

**Phone:** 212-701-3365

Email: ECarrera@cahill.com

PATENT REEL: 058426 FRAME: 0866

507018746

Correspondent Name: ELAINE CARRERA

Address Line 1: 32 OLD SLIP

Address Line 2: CAHILL GORDON & REINDEL Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41260.0369 (1547735)	
NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	12/09/2021	

**Total Attachments: 4** 

source=Aqua (Asset Sale) - Patent Release (Execution Version)\_#page2.tif source=Aqua (Asset Sale) - Patent Release (Execution Version)\_#page3.tif source=Aqua (Asset Sale) - Patent Release (Execution Version)\_#page4.tif source=Aqua (Asset Sale) - Patent Release (Execution Version)\_#page5.tif

#### PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS

This PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS (this "Release"), dated as of December 8, 2021 (the "Effective Date"), is made by Jefferies Finance LLC, in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of May 17, 2021, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Patent Security Agreement, dated as of May 17, 2021 (the "<u>Patent Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on May 18, 2021 at Reel 056270 Frame 0497;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the patents and patent applications set forth Schedule A attached hereto (the "Released Patent Collateral"), arising under the Security Agreement and the Patent Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Patent Collateral under the Patent Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Patent Collateral and to no other collateral arising under the Security Agreement or the Patent Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Patent Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interest in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its 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 Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JEFFERIES FINANCE LLC, acting in its capacity as Administrative Agent for the Lenders

By: Paul Chil

Name: Paul Chisholm

Title: Managing Director

**GRANTORS: FYFE CO. LLC** 

## SCHEDULE A

Owner	Patent Title	Appl. No.	Patent No.
FYFE CO. LLC	Anchor And Method For Reinforcing A Structure	10/205,294	7,207,149
FYFE CO. LLC	Connector For Reinforcing The Attachment Among Structural Components	11/399,282	7,574,840
FYFE CO. LLC	System And Method For Increasing The Shear Strength Of A Structure	12/459,013	7,980,033
FYFE CO. LLC	Connector For Reinforcing The Attachment Among Structural Components	12/583,100	7,930,863
FYFE CO. LLC	System And Method Of Reinforcing Shaped Columns	12/932,446	8,511,043
FYFE CO. LLC	Blast Resistant Prefabricated Wall Units	10/738,486	7,406,806
FYFE CO. LLC	Expandable Liner For The Protection And Strengthening Of Existing Pipes	14/054,470	9,086,183
FYFE CO. LLC	Expandable Liner For The Protection And Strengthening Of Existing Pipes	14/803,941	9,933,104
FYFE CO. LLC	High-Strength, Watertight Pipe Lining	14/799,008	10,197,209
FYFE CO. LLC	Methods Of Reinforcing Structures Against Blast Events	12/715,101	8,713,891
FYFE CO. LLC	Repair Of Pipes	14/740,811	10,001,238
FYFE CO. LLC	Structural Fabric Useful For Lining Pipe	14/690,265	9,993,992
FYFE CO. LLC	System And Method Of Reinforcing A Column Positioned Proximate A Blocking Structure	14/196,613	9,085,898
FYFE CO. LLC	Method of Reinforcing Pipe and Reinforced Pipe	17/112,259	

**RECORDED: 12/09/2021**