### 507054964 01/03/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7101800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
MORGAN STANLEY SENIOR FUNDING, INC.	12/31/2021

### **RECEIVING PARTY DATA**

Name:	PELICAN NANOCOOL HOLDINGS, LLC
Street Address:	23215 EARLY AVENUE
City:	TORRANCE
State/Country:	CALIFORNIA
Postal Code:	90505

### **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	6584797
Patent Number:	6688132
Patent Number:	6701724
Patent Number:	6968711
Patent Number:	9957099

### CORRESPONDENCE DATA

**Fax Number:** (800)914-4240

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NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/03/2022

## **Total Attachments: 5**

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# RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (SECOND LIEN)

This RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (SECOND LIEN) (this "Second Lien Release"), dated as of December 31, 2021 is made by Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "Collateral Agent"), in favor of Pelican Nanocool Holdings, LLC (the "Grantor"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Patent Security Agreement and the Trademark Security Agreement, as applicable.

### RECITALS:

WHEREAS, Pelican Products, Inc., the Administrative Agent, the Collateral Agent, the lenders party thereto and the other parties thereto have entered into that certain Term Loan Agreement (Second Lien), dated as of May 1, 2018 (the "Term Loan Agreement"), and the Grantor, the Collateral Agent and the other parties thereto have entered into that certain Guarantee and Collateral Agreement (Second Lien), dated as of May 1, 2018 (the "Guarantee and Collateral Agreement");

**WHEREAS**, pursuant to the Term Loan Agreement and the Guarantee and Collateral Agreement, the Grantor agreed to grant to the Collateral Agent a continuing security interest in all right, title and interest of the Grantor in the Patent Collateral, including the Patents set forth on <u>Schedule I</u> hereto; and the Trademark Collateral, including the Trademarks set forth on <u>Schedule II</u> hereto;

WHEREAS, the Grantor and the Collateral Agent entered into (i) that certain Patent Security Agreement (Second Lien), dated as of January 28, 2021 and recorded with the United States Patent and Trademark Office (the "USPTO") at Patent Reel 055175 Frame 0401 (the "Patent Security Agreement"); and (ii) that certain Trademark Security Agreement (Second Lien), dated as of January 28, 2021 and recorded with the USPTO at Trademark Reel 7174 Frame 0881 (the "Trademark Security Agreement"); and

WHEREAS, the Collateral Agent has agreed to terminate each of the Patent Security Agreement and Trademark Security Agreement and to release its security interest in the Patent Collateral and Trademark Collateral.

**NOW**, **THEREFORE**, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate each of the Patent Security Agreement and Trademark Security Agreement and (b) terminate and release its security interest in the Patent Collateral, including the Patents set forth on <u>Schedule I</u> hereto; and the Trademark Collateral, including the Trademarks set forth on <u>Schedule II</u> hereto.

The Collateral Agent hereby authorizes the Grantor or any of its authorized representatives to file this Second Lien Release with the USPTO or any other applicable governmental office, and the Collateral Agent authorizes and requests that the Commissioner of Patents, Commissioner of Trademarks, each of the USPTO record this Second Lien Release.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Second Lien Release to be duly executed as of the date first set forth above.

Morgan Stanley Senior Funding, Inc., as Collateral Agent

By: \_\_\_\_\_\_Name: Lisa Hanson

Title: Authorized Signatory

# Schedule I

# Patents and Patent Applications

Title	Application No Application Date	Patem No Issue Date
Temperature-Controlled Shipping Container And Method For	09876841	6584797
Using Same	2001-06-06	2003-07-01
Cooling Device And Temperature-Controlled Shipping	09970094	6688132
Container Using Same	2001-10-02	2004-02-10
Sorption Cooling Devices	10165758 2002-06-06	6701724 2004-83-89
Temperature Controlled Shipping Containers	10165753 2002-06-06	6968711 2005-11-29
Insulated Container System For Maintaining A Controlled	14096992	9957099
Payload Temperature	2013-12-04	2018-05-01

# Schedule II

## Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No Registration Date
A COOL REVOLUTION	11	88634267 27-SEP-2019	6134329 25-AUG-2020
DEEPFREEZE	33	88546682 29-JUL-2019	6176909 13-OCT-2020
NANOCOOL	11	76303989 22-AUG-2001	2971189 19-JUL-2005

**RECORDED: 01/03/2022**