

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7160455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT RELEASE AND REASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANTARES CAPITAL LP	02/01/2022
RECEIVING PARTY DATA	
Name:	TIDEL ENGINEERING, L.P.
Street Address:	2025 W. BELT LINE RD.
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State/Country:	TEXAS
Postal Code:	75006
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7428985
Patent Number:	7264150
Patent Number:	7798396
Patent Number:	9390594
Application Number:	14842596
Application Number:	14842620
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	001518/0034
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	02/04/2022

Total Attachments: 4

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PATENT RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT (this "Patent Release") is made as of February 1, 2022, by and between Antares Capital LP, as Administrative Agent (the "Agent") in favor of Tidel Engineering, L.P., a Texas limited partnership (the "Grantor"). Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Credit Agreement (as defined below), the Guaranty and Security Agreement (as defined below) or the Patent Security Agreement (as defined below).

WHEREAS, pursuant to that certain (i) Credit Agreement, dated as of March 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, the Grantor, as the Borrower, Holdings, the Other Credit Parties party thereto from time to time, the Lenders from time to time party thereto and the Agent and (ii) Guaranty and Security Agreement, dated as of March 1, 2017 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among, *inter alios*, the Grantors (as defined therein) party thereto from time to time and the Agent, the Grantor executed and delivered that certain Patent Security Agreement by and between the Agent and the Grantor, dated as of March 1, 2017 (the "Patent Security Agreement"), which was recorded with the United States Patent and Trademark Office on March 1, 2017 at Reel 041423, Frame 0545;

WHEREAS, pursuant to the Guaranty and Security Agreement and the Patent Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Patent Collateral (as defined below) and;

WHEREAS, the Grantor and the Agent desire to terminate the Patent Security Agreement, releases the security interests created therein, and assigns any rights that the Agent may have acquired in the Patent Collateral, to the Grantor.

WHEREAS, the Grantor has requested that the Secured Party enter into this Patent Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Patent Collateral pursuant to the Patent Security Agreement.

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

1. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Patent Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Patent Security Agreement in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that the Agent may have in, to and under the following (collectively, the "Patent Collateral"):

(a) all of its Patents, including, without limitation those referred to on **Schedule 1** hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Further Assurances. Agent agrees, at the Grantor's expense, to take all further actions, and provide to Grantor and its respective successors, assigns and legal representatives all such cooperation and assistance including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its respective successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Patent Release.

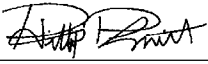
Delivery of an executed signature page to this Patent Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed copy of this Patent Release.

THIS PATENT RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Patent Release to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: 
Name: Phillip Smith
Its: Duly Authorized Signatory

[Signature Page to Patent Release]

PATENT
REEL: 058959 FRAME: 0217

SCHEDULE 1
PATENT SECURITY AGREEMENT

Patent Registrations and Applications in the Applicable IP Office

1. REGISTERED PATENTS

TITLE	COUNTRY	PATENT #	GRANT DATE	APPLICATION #	FILING DATE
Computerized Drop Safe and Control Software	United States	7428985	9/30/2008	11/762,305	6/13/2007
Computerized Drop Safe and Control Software	United States	7264150	9/4/2007	10/896,414	7/22/2004
Method for Cleaning Components of a Cash Control Safe	United States	7798396	9/21/2010	11/750,390	5/18/2007
Note Validator Security	United States	9390594	7/12/2016	13484053	5/30/2012

2. PATENT APPLICATIONS

TITLE	COUNTRY	PATENT #	GRANT DATE	APPLICATION #	FILING DATE
Increased Capacity Coin Hopper	United States	N/A	N/A	14/842,596	9/1/2015
Systems and Methods for Facilitating Coin Hopper Maintenance	United States	N/A	N/A	14/842,620	9/1/2015