

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7302749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PNC BANK, NATIONAL ASSOCIATION	04/22/2022
RECEIVING PARTY DATA	
Name:	ALLENTOWN, LLC
Street Address:	165 ROUTE 526
City:	ALLENTOWN
State/Country:	NEW JERSEY
Postal Code:	08501
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	8161910
Patent Number:	6308660
Patent Number:	5894816
Patent Number:	5307757
Application Number:	15655191
Application Number:	15784904
Application Number:	15631108
Application Number:	15169704
CORRESPONDENCE DATA	
Fax Number:	
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1655325 PAT
NAME OF SUBMITTER:	SOPHIA BYER
SIGNATURE:	/Sophia Byer/

PATENT

DATE SIGNED:	04/28/2022
---------------------	------------

Total Attachments: 6

source=Project Genesis - IP Release (PNC)#page1.tif

source=Project Genesis - IP Release (PNC)#page2.tif

source=Project Genesis - IP Release (PNC)#page3.tif

source=Project Genesis - IP Release (PNC)#page4.tif

source=Project Genesis - IP Release (PNC)#page5.tif

source=Project Genesis - IP Release (PNC)#page6.tif

RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS

This **RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS** (this “**Release**”), dated as of April 22, 2022, is by and between, (a) **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other Lenders (as defined in the Patent, Trademark and Copyright Security Agreement referred to below), and (b) Allentown Holdings, LLC, a Delaware limited liability company, Allentown Interco, LLC, a Delaware limited liability company, Allentown Acquisition, Inc., a Delaware corporation, Allentown, LLC, a Delaware limited liability company, and Allentown, Inc., a New Jersey corporation (collectively, the “**Borrowers**”), and each of the other loan parties which became grantors thereunder from time to time (collectively with the Borrowers, each a “**Grantor**” and collectively, the “**Grantors**”);

WHEREAS, reference is made to that certain Patent, Trademark and Copyright Security Agreement dated as of October 21, 2019 among the Grantors, the other Pledgors party thereto and the Administrative Agent (as heretofore amended, supplemented or otherwise modified, the “**Patent, Trademark and Copyright Security Agreement**”);

WHEREAS, pursuant to the terms of the Patent, Trademark and Copyright Security Agreement, the Grantors have granted to the Administrative Agent a security interest in certain of the Grantors’ Patents, Trademarks and Copyrights (as defined in the Patent, Trademark and Copyright Security Agreement) (such intellectual property of Grantors, the “**Allentown Intellectual Property**”), including, without limitation, the registered patents and trademarks listed on Schedule A attached hereto (the “**Allentown Patents and Trademarks**”);

WHEREAS, an executed copy of the Patent, Trademark and Copyright Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on October 21, 2019 at Reel 6775 Frame 0685 with respect to the Trademarks, and on December 23, 2019 at Reel 051356 Frame 0383 with respect to the Patents; and

WHEREAS, the Grantors have requested that the Administrative Agent terminate and release its security interest in the Allentown Intellectual Property, including the Allentown Patents and Trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of itself and each of the Lenders (as defined in the Patent, Trademark and Copyright Security Agreement), and Grantors agree as follows:

SECTION 1. Termination and Release. The Administrative Agent, on behalf of itself and each Lender, without representation, warranty, or recourse, hereby:

1. Releases, discharges, and terminates any and all liens, security interests, right, title and interest of the Administrative Agent pursuant to the Patent, Trademark and Copyright Security Agreement in and to the Allentown Intellectual Property, including without limitation, the Allentown Patents and Trademarks, including all proceeds thereof

(such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, and continuations, renewals, extensions, and continuations-in-part thereof, and the goodwill connected with the use thereof and symbolized by the Allentown Intellectual Property (including the Allentown Patents and Trademarks), and hereby transfers and assigns, without representation or warranty of any kind, to the applicable Grantor any and all right, title and interest that the Administrative Agent may have obtained to the Allentown Intellectual Property (including the Allentown Patents and Trademarks) under the Patent, Trademark and Copyright Security Agreement; and

2. Authorizes the Grantors or any of their designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Release.

SECTION 2. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

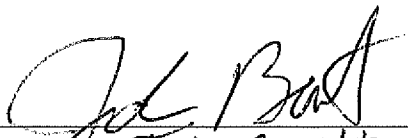
SECTION 3. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Patents, Trademarks, and Copyrights to be executed as of April 22, 2022.

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: John Barth
Title: SVP

[Signature Page to Release of Security Interest in Allentown Patents, Trademarks, and Copyrights]

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS
(PATENTS AND TRADEMARKS TO BE RELEASED)

United States Intellectual Property:

I. Patents

<u>Registered Owner</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>
Allentown, LLC	Integrated RFID tag in a card holder, cage, lid, and rack for use with inventorying and tracking of cage occupants and equipment	8161910	April 24, 2012
Allentown, LLC	Bio-containment animal cage system	6308660	October 30, 2001
Allentown, LLC	Cage for housing animals and method for enhancing floor space of same	5894816	April 20, 1999
Allentown, LLC	Ventilated rack and animal cage system	5307757	May 3, 1994

II. Patent Applications

<u>Registered Owner</u>	<u>Patent</u>	<u>Application Number</u>	<u>Publication Date</u>
Allentown, LLC	METHOD AND SYSTEM FOR MONITORING AIR FLOW IMPURITY WITHIN AN ANIMAL CAGE	15/655,191	June 21, 2018
Allentown, LLC	DISPOSABLE ANIMAL CAGE FOR USE IN VENTILATED RACK	15/784,904	April 19, 2018
Allentown, LLC	DISPOSABLE ANIMAL CAGE FOR USE IN VENTILATED RACK	15/631108	April 19, 2018

<u>Registered Owner</u>	<u>Patent</u>	<u>Application Number</u>	<u>Publication Date</u>
Allentown, LLC	METHOD AND SYSTEM FOR MONITORING AIR FLOW IMPURITY	15/169,704	December 8, 2016

III. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Allentown, LLC	EASY CAGE	5587703	October 16, 2018
Allentown, LLC	ALLENTOWN AND DESIGN #1	3454244	June 24, 2008
Allentown, LLC	ALLENTOWN	3250213	June 12, 2007
Allentown, LLC	SENSUS	3713649	November 24, 2009

IV. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Allentown, LLC	IMPROVING LIFE – IT'S IN OUR DNA	88459200	June 4, 2019
Allentown, LLC	ALLENTOWN AND DESIGN #2	88431967	May 15, 2019

Foreign Intellectual Property:

I. Patent Applications

<u>Jurisdiction</u>	<u>Title/Mark</u>	<u>Application/Registration Number</u>
EU	METHOD AND SYSTEM FOR MONITORING AIR FLOW IMPURITY	Application No. 16804364.4
EU	DISPOSABLE ANIMAL CAGE FOR USE IN A VENTILATED SYSTEM	Application No. 17861664.5
Germany	DISPOSABLE ANIMAL CAGE FOR USE IN A VENTILATED SYSTEM	Application No. 202017007135.5
Canada	METHOD AND SYSTEM FOR MONITORING AIR FLOW IMPURITY	Application No. 2987625

II. Trademarks

<u>Jurisdiction</u>	<u>Title/Mark</u>	<u>Application/Registration Number</u>
EU	ALLENTOWN	004915369
EU	ALLENTOWN AND DESIGN #1	004917829
EU	MARK "A" AND DESIGN	005009634

III Trademark Applications

<u>Jurisdiction</u>	<u>Title/Mark</u>	<u>Application/Registration Number</u>
EU	IMPROVING LIFE – IT'S IN OUR DNA	018075279
EU	ALLENTOWN AND DESIGN #2	018075278
Canada	ALLENTOWN	1970761
Canada	ALLENTOWN AND DESIGN #2	1970767
Canada	IMPROVING LIFE – IT'S IN OUR DNA	1967394