

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7358892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT RF: 051154/0418
CONVEYING PARTY DATA	
Name	Execution Date
BARINGS FINANCE LLC	05/25/2022
RECEIVING PARTY DATA	
Name:	SIMPLEX MANUFACTURING CO.
Street Address:	13340 NE WHITAKER WAY
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97230
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9333379
Patent Number:	9981150
Patent Number:	10406390
Patent Number:	10369392
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:	3124564206
Email:	rsiddiqui@sidley.com
Correspondent Name:	RAZA SIDDIQUI
Address Line 1:	ONE SOUTH DEARBORN
Address Line 2:	SIDLEY AUSTIN LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	034632/30640
NAME OF SUBMITTER:	RAZA SIDDIQUI
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	06/01/2022
Total Attachments: 5	
source=Barings Dart - IP Release#page1.tif	
source=Barings Dart - IP Release#page2.tif	

source=Barings Dart - IP Release#page3.tif

source=Barings Dart - IP Release#page4.tif

source=Barings Dart - IP Release#page5.tif

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “Release”), dated as of May 25, 2022, is made by **BARINGS FINANCE LLC**, as Collateral Agent (the “Collateral Agent”) in favor of the Grantors as set forth on Annex I attached hereto.

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 1, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DART BUYER, INC., a Delaware corporation (“U.S. Borrower”), the Canadian Borrower (as defined therein), DART INTERMEDIATE, INC., a Delaware corporation (“Holdings”), each Lender from time to time party thereto, BARINGS FINANCE LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time, the Lenders agreed to make loans and extend other financial accommodations to or for the benefit of the Loan Parties;

WHEREAS, pursuant to that certain Security Agreement, dated as of April 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and those certain agreements described on Annex I attached hereto (collectively, the “IP Security Agreements”), each Grantor granted security interests in its IP Collateral (as defined below), including those properties listed on Annex I attached hereto;

WHEREAS, the IP Security Agreements were recorded in the United States Patent and Trademark Office on the dates and on the reels/frames set forth on Annex I hereto; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its entire security interest and lien on all of the IP Collateral and reassign any and all of the right, title and interest the Collateral Agent may have in and to the IP Collateral to the Grantors.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

1. **Definitions.** The term “IP Collateral”, as used herein, shall mean all of such Grantor’s right, title or interest in, or to any and all of the Trademark Collateral and Patent Collateral, including, without limitation, the properties listed on Annex I attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement, Security Agreement or IP Security Agreements, as applicable.

2. **Release of Security Interest.** The Collateral Agent hereby immediately, irrevocably and automatically terminates the IP Security Agreements and releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its Lien on and Security Interest in, and right of setoff against, the IP Collateral, whether granted pursuant to the Security Agreement, the IP Security Agreements or any other agreement or document delivered in connection with the Credit Agreement or any other Loan Document, and the Collateral Agent hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in, to and under the IP Collateral, including all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the IP Collateral, now owned or at any time hereafter acquired by a Grantor or in which any Grantor now has or at any time in the future may acquire any right, title or interest, to the relevant Grantor. The Collateral Agent agrees, at such Grantor’s expense, to cooperate with the Grantors and to provide the

Grantors with the information and additional authorization reasonably required or desirable to effect the release of the Collateral Agent's entire security interest in the released IP Collateral described herein.

3. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

4. Governing Law. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first above written.

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Baldwin
Title: Managing Director

Patent Security Agreement dated as of December 2, 2019, by Simplex Manufacturing Co. (the “Grantor”) in favor of Collateral Agent, was recorded with the United States Patent and Trademark Office on December 2, 2019 at Reel/Frame 051154/0418.

Simplex Manufacturing Co. Patents

U.S. Patent Registrations / Applications

Title	App. No.	App. Date	Reg. No.	Reg. Date
Aerial Fire Suppression System	US 13750623	January 25, 2013	US 9333379	May 10, 2016
Aerial Fire Suppression System	US 15135880	April 22, 2016	US 9981150	May 29, 2018
Aerial Fire Suppression System	US 15232609	August 9, 2016	US 10406390	September 10, 2019
Aerial Fire Suppression System	US 15966937	April 30, 2018	US 10369392	August 6, 2019

Trademark Security Agreement dated as of December 2, 2019, by Simplex Manufacturing Co. (the “Grantor”) in favor of Collateral Agent, was recorded with the United States Patent and Trademark Office on December 2, 2019 at Reel/Frame 6806/0951.

Simplex Manufacturing Co. Trademarks

U.S. Trademark Registrations / Applications

Loan Party – Owner	Trademark	Registration Number	Registration Date
Simplex Manufacturing Co.	FIRE ATTACK	5368408	January 2, 2018
Simplex Manufacturing Co.	SKYCANNON	5355299	December 12, 2017
Simplex Manufacturing Co.	SMART	4392976	August 27, 2013
Simplex Manufacturing Co.	Design Only	4322884	April 23, 2013
Simplex Manufacturing Co.	SIMPLEX	4311479	April 2, 2013
Simplex Manufacturing Co.	HELIPOD	4232541	October 30, 2012

Patent Security Agreement dated as of April 1, 2019, by Apical Industries, Inc. (the “Grantor”) in favor of Collateral Agent, was recorded with the United States Patent and Trademark Office on April 3, 2019 at Reel/Frame 048781/0254.

Apical Industries, Inc. Patents

U.S. Patent Registrations / Applications

App./Reg. Nos.	Owner	Application Date	Registration Date
US 20180313388 A1 US 15581841	Apical Industries, Inc.	April 28, 2017	November 1, 2018

App./Reg. Nos.	Owner	Application Date	Registration Date
US 8911189 B2	Apical Industries, Inc.	February 26, 2013	December 16, 2014
US 8128444 B2	Apical Industries, Inc.	November 10, 2006	March 6, 2012
US 7878450 B2	Apical Industries, Inc.	December 18, 2006	February 1, 2011
US 7823835 B2	Apical Industries, Inc.	February 22, 2007	November 2, 2010
US 7805070 B2	Apical Industries, Inc.	September 27, 2006	September 28, 2010
US 7658417 B2	Apical Industries, Inc.	December 18, 2006	February 9, 2010
US 7589278 B2	Apical Industries, Inc.	February 24, 2006	September 15, 2009
US 7329164 B2	Apical Industries, Inc.	February 24, 2006	February 12, 2008
US 7314398 B2	Apical Industries, Inc.	September 29, 2006	January 1, 2008
US 7270348 B2	Apical Industries, Inc.	October 27, 2004	September 18, 2007
US 7207522 B2	Apical Industries, Inc.	August 15, 2003	April 24, 2007
US 7115010 B2	Apical Industries, Inc.	November 2, 2004	October 3, 2006
US 6709305 B2	Apical Industries, Inc.	September 21, 2001	March 23, 2004
US 6709019 B2	Apical Industries, Inc.	September 21, 2001	March 23, 2004
US 6644592 B2	Apical Industries, Inc.	September 21, 2001	November 11, 2003

Canadian Patent Registrations / Applications

App./Reg. Nos.	Owner	Application Date	Registration Date
CA 2643319	Apical Industries, Inc.	February 22, 2007	July 8, 2014
CA 2643318	Apical Industries, Inc.	February 22, 2007	July 23, 2013
CA 2643314	Apical Industries, Inc.	February 22, 2007	March 29, 2016
CA 2643311	Apical Industries, Inc.	February 22, 2007	March 25, 2014
CA 2643317	Apical Industries, Inc.	February 22, 2007	-
CA 2460566	Apical Industries, Inc.	September 18, 2002	July 14, 2009

Trademark Security Agreement dated as of April 1, 2019, by Apical Industries, Inc. (the “Grantor”) in favor of Collateral Agent, was recorded with the United States Patent and Trademark Office on April 3, 2019 at Reel/Frame 6608/0231.

Apical Industries, Inc. Trademarks

U.S. Trademark Registrations / Applications

App./Reg. Nos.	Owner	Application Date	Registration Date
2,612,590	Apical Industries, Inc.	-	August 27, 2002
2,615,155	Apical Industries, Inc.	-	September 3, 2002
2,615,153	Apical Industries, Inc.	-	September 3, 2002

Canadian Trademark Registrations / Applications

None.