508373481 02/05/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI4782

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
NXT Capital, LLC, as Agent	02/02/2024

### **RECEIVING PARTY DATA**

Company Name:	GNAP, LLC		
Street Address:	9000 BYRON COMMERCE DRIVE SW		
City:	Byron Centre		
State/Country:	MICHIGAN		
Postal Code:	49315		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6692340

#### **CORRESPONDENCE DATA**

Fax Number: 3129021061

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.

3125778438 Phone:

Email: raquel.haleem@katten.com

Raquel Haleem c/o Katten Muchin **Correspondent Name:** 

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	Raquel Haleem	
<b>DATE SIGNED:</b> 02/05/2024		
This document serves as an Oath/Declaration (37 CFR 1.63).		

#### **Total Attachments: 4**

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PATENT REEL: 066385 FRAME: 0263 508373481

#### PATENT RELEASE AND REASSIGNMENT

This PATENT RELEASE AND REASSIGNMENT (this "Release") is made as of February 2, 2024, by NXT Capital, LLC, in its capacity as administrative agent for the Lenders ("Agent"), in favor of GNAP, LLC, an Indiana limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to the terms and conditions of (i) that certain Credit Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, certain of Grantor's affiliates, the financial institutions from time to time party thereto as Lenders and Agent, and (ii) that certain Guarantee and Collateral Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Grantor, the other Grantors (as defined therein) party thereto from time to time and Agent, for the benefit of itself and the Lenders, Grantor has granted to Agent, for the benefit of the Secured Parties, a continuing security interest all of Grantor's right, title and interest in and to the Patent Collateral (as defined below) as security for certain obligations owing by Grantor to Agent;

WHEREAS, pursuant to the terms of the Collateral Agreement, the Grantor was required to execute and deliver to Agent, for the benefit of Agent and the Lenders, the Patent Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Patent Security Agreement, dated as of April 26, 2019 (the "<u>Patent Security Agreement</u>"), pursuant to which the Grantor granted to Agent, for the benefit of itself and the Lenders, a continuing security interest (the "<u>Security Interest</u>") in all of the Grantor's right, title and interest in, to and under the Patent Collateral, including the Patents set forth on Schedule 1 attached hereto; and

WHEREAS, the Patent Security Agreement was recorded by the United States Patent and Trademark Office on April 26, 2019 at Reel/Frame 049009/0255; and

WHEREAS, Agent has agreed to release the entirety of its Security Interest in the Patent Collateral and reassign any and all rights in the Patent Collateral to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Collateral Agreement, as applicable.
- 2. <u>Release of Security Interest in Patent Collateral</u>. Agent, on behalf of itself and the Lenders, hereby releases, terminates, cancels and discharges its Security Interest in the Grantor's entire right, title and interest in and to and lien on and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the "<u>Patent Collateral</u>"):
  - (i). each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
  - (ii). all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

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- 3. <u>Reassignment of Patent Collateral</u>. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Patent Collateral.
- 4. <u>Further Assurances</u>. Agent hereby agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.
- 5. <u>Governing Law</u>. This Release is made under and governed by the laws of the State of New York in accordance with Section 12.11 of the Credit Agreement.

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

NXT CAPITAL, LLC, as Agent

Title: Director

# SCHEDULE 1

## **Patents**

**RECORDED: 02/05/2024** 

Patent Description	Patent Number	Registration Date	Jurisdiction
BLAST WHEEL HOUSING	6692340	2/17/2004	USPTO

PATENT REEL: 066385 FRAME: 0267