

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI351693

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|---|----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST     |
| <b>CONVEYING PARTY DATA</b>   |                                  |
| <b>Name</b>   | <b>Execution Date</b>            |
| Whitecliff Capital Partners, Inc., "As Collateral Agent"  | 07/10/2024                       |
| <b>RECEIVING PARTY DATA</b>   |                                  |
| <b>Company Name:</b>  | FleetMX Aviation Solutions, Inc. |
| <b>Street Address:</b>  | 2600 Network Blvd, Suite 590     |
| <b>City:</b>  | Frisco                           |
| <b>State/Country:</b>   | TEXAS                            |
| <b>Postal Code:</b>   | 75034                            |
| <b>PROPERTY NUMBERS Total: 14</b>   |                                  |
| <b>Property Type</b>  | <b>Number</b>                    |
| Patent Number:  | 7330819                          |
| Patent Number:  | 8195535                          |
| Patent Number:  | 7167786                          |
| Patent Number:  | 6418361                          |
| Patent Number:  | 6571158                          |
| Patent Number:  | 6442459                          |
| Patent Number:  | 6580982                          |
| Patent Number:  | 6691006                          |
| Patent Number:  | 6684136                          |
| Patent Number:  | 6606546                          |
| Patent Number:  | 6598940                          |
| Patent Number:  | 6795758                          |
| Patent Number:  | 6671593                          |
| Patent Number:  | 6826461                          |
| <b>CORRESPONDENCE DATA</b>  |                                  |
| <b>Fax Number:</b>  | 6126046800                       |
| <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> |                                  |
| <b>Phone:</b>   | 6126046394                       |
| <b>Email:</b>   | mmiller@winthrop.com             |

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| <b>Correspondent Name:</b> | Megan M. Miller                  |
| <b>Address Line 1:</b>     | Winthrop & Weinstine, P.A.       |
| <b>Address Line 2:</b>     | 225 South 6th Street, Suite 3500 |
| <b>Address Line 4:</b>     | Minneapolis, MINNESOTA 55402     |

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| <b>ATTORNEY DOCKET NUMBER:</b> | 15346.9 |
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| <b>NAME OF SUBMITTER:</b> | Megan Miller |
|---------------------------|--------------|

|                   |              |
|-------------------|--------------|
| <b>SIGNATURE:</b> | Megan Miller |
|-------------------|--------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/10/2024 |
|---------------------|------------|

**Total Attachments: 3**

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source=20240610 Executed Release of Patent Security Interest - Whitecliff to FleetMX Filed 07102024#page2.tiff

source=20240610 Executed Release of Patent Security Interest - Whitecliff to FleetMX Filed 07102024#page3.tiff

## RELEASE OF PATENT SECURITY AGREEMENT

This RELEASE OF PATENT AGREEMENT ("Release") is made and effective as of July 10, 2024, and is granted by **Whitecliff Capital Partners, Inc., "As Collateral Agent"**, a Minnesota corporation (the "Collateral Agent") in its capacity as Collateral Agent for Aloysius Bias, Michael Baghdoian, and Whitecliff/FleetMX L.P. (each a "Secured Party" and collectively the "Secured Parties"), who is party to the related Patent Security Agreement (as defined below) in favor of **FleetMX Aviation Solutions, Inc.**, a Delaware Corporation (the "Grantor"):

WHEREAS, in connection with those certain Senior Secured Notes (the "Notes") issued to the Secured Parties by the Grantor and those certain Note Purchase Agreements executed by the Grantor to each Secured Party (the "Purchase Agreements"), Grantor and Secured Parties entered into a Security Agreement dated January 14, 2015 (the "Security Agreement"), which granted the Secured Parties a security interest in substantially all of the Grantor's assets to secure the Secured Obligations (as defined in the Security Agreement), including, among other things, all of Grantor's patents and patent rights; and

WHEREAS, pursuant to the Security Agreement, the Grantor and Collateral Agent entered into that certain Patent Security Agreement dated January 14, 2015 (the "Patent Security Agreement"), pursuant to which Grantor granted and pledged to the Secured Parties a security interest in Grantor's rights, title, and interest in and to the Secured Obligations (as defined in the Patent Security Agreement which was recorded with the U.S. Patent and Trademark Office ("USPTO") on August 28, 2018, at Reel 046723, Frame 0706) including all of Grantor's Patents and patent rights, including those listed on **Exhibit A**, and all foreign counterparts to, and all divisionals, reversions, continuations, continuations in part, reissues, reexaminations, renewals and extensions of, such Patents, and all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such patents including all rights to sue or recover at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation or other impairment thereof.

WHEREAS, the obligations secured by said security interests have been paid in full or otherwise satisfied; and

WHEREAS, Collateral Agent has agreed to terminate and release its security interest and all of its right, title and interest in the Collateral, as herein provided.

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

Collateral Agent hereby releases and terminates, without recourse, representation or warranty, any and all of its interest that it has pursuant to the Patent Security Agreement, Purchase Agreements, Notes, and/or the Security Agreement in any and all right, title and interest of the Grantor and releases and, if applicable pledges and grants back, to the Grantor any and all right, title and interest that Collateral Agent may have in and to the Collateral including, without limitation, all licenses related to any of the foregoing, all proceeds thereof (including licensing 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, continuations, renewals, extensions, and continuations-in-part thereof, and the goodwill of the business to which any of the patents relate; all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral. Collateral Agent authorizes the recording officer in the USPTO to cancel and release these security interests of record.

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**Whitecliff Capital Partners, Inc., "As Collateral Agent"**

By: \_\_\_\_\_

Print Name: William Brown

Print Title: Chief Executive Officer

**EXHIBIT A**

| Patent Number | Issue Date   | Title   |
|---------------|--------------|---|
| US 7,330,819  | 23 Jan 2008  | DYNAMIC MANAGEMENT OF PART RELIABILITY DATA                               |
| US 8,195,535  | 5 June 2012  | AIRCRAFT MRO MANAGER  |
| US 6,418,361  | 9 July 2002  | AIRCRAFT MAINTENANCE TRACKING SYSTEM                                      |
| US 6,442,459  | 27 Aug 2002  | DYNAMIC AIRCRAFT MAINTENANCE MANAGEMENT SYSTEM                            |
| US 6,571,158  | 27 May 2003  | MAINTENANCE TRACKING SYSTEM   |
| US 6,580,982  | 17 June 2003 | DYNAMIC MAINTENANCE MANAGEMENT SYSTEM                                     |
| US 6,598,940  | 29 July 2003 | MAINTENANCE PROGRAM MANAGER   |
| US 6,606,546  | 12 Aug 2003  | AIRCRAFT MAINTENANCE PROGRAM MANAGER                                      |
| US 6,671,593  | 30 Dec 2003  | DYNAMIC AIRCRAFT MAINTENANCE PRODUCTION SYSTEM                            |
| US 6,684,136  | 27 Jan 2004  | DYNAMIC ASSIGNMENT OF MAINTENANCE TASKS TO MAINTENANCE PERSONNEL          |
| US 6,691,006  | 10 Feb 2004  | DYNAMIC ASSIGNMENT OF MAINTENANCE TASKS TO AIRCRAFT MAINTENANCE PERSONNEL |
| US 6,795,758  | 21 Sept 2004 | AIRCRAFT MAINTENANCE PROGRAM MANAGER                                      |
| US 6,826,461  | 30 Nov 2004  | DYNAMIC MAINTENANCE PRODUCTION SYSTEM                                     |
| US 7,167,786  | 23 Jan 2007  | DYNAMIC MANAGEMENT OF AIRCRAFT PART RELIABILITY DATA                      |