

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI470491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Audax Private Debt LLC	08/29/2024
RECEIVING PARTY DATA	
Company Name:	Axient LLC (f/k/a Millenium Engineering and Integration LLC)
Street Address:	1100 Redstone Gateway
Internal Address:	Suite 300
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35808
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8039138
Patent Number:	7629075
Patent Number:	7186978
Patent Number:	7439510
CORRESPONDENCE DATA	
Fax Number:	3128622200
<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:	3128622272
Email:	carrie.rosenburg@kirkland.com
Correspondent Name:	Carrie Rosenburg
Address Line 1:	Kirkland and Ellis
Address Line 2:	333 W. Wolf Point Plaza
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	50999-8
NAME OF SUBMITTER:	Mrs. Carrie Rosenburg
SIGNATURE:	Mrs. Carrie Rosenburg
DATE SIGNED:	09/03/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 4

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TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS** (this “Release”), dated as of August 29, 2024 (the “Effective Date”), is made by AUDAX PRIVATE DEBT LLC, in its capacity as administrative agent for the Secured Parties (in such capacity, the “Administrative Agent”), in favor of AXIENT LLC, (formerly known as MILLENIUM ENGINEERING AND INTEGRATION LLC), a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement (Second Lien), dated as of February 4, 2021, in favor of the Administrative Agent (as amended, amended and restated, or otherwise modified from time to time, the “Guaranty and Security Agreement”), the Grantor granted to the Administrative Agent a Lien on and security interest in and to certain collateral, including the Patent Collateral (as defined in the Patent Security Agreement described below);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor executed and delivered the Notice of Security Interest in Patent, dated as of February 4, 2021 (the “Patent Security Agreement”), by the Grantor in favor of the Administrative Agent, for recordal with the United States Patent and Trademark Office (the “USPTO”) of the Administrative Agent’s Lien on and security in all of its right, title and interest in, to and under the Patent Collateral, including, but not limited to, the Patents and Patent applications set forth on Schedule A attached hereto; and¹

WHEREAS, the Administrative Agent wishes to release its Lien on and security interest in all of its right, title and interest in, to and under the Patent Collateral, including, but not limited to, the Patents and Patent applications set forth on Schedule A attached hereto.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guaranty and Security Agreement.

2. Release. The Administrative Agent, without representation or warranty of any kind and without any recourse, hereby releases, discharges, terminates and cancels all of its Liens on and security interest in all of its right, title and interest in, to and under the Patent Collateral, including, but not limited to, the Patents and Patent applications set forth on Schedule A attached hereto, arising under the Guaranty and Security Agreement and the Patent Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in to and under the Patent Collateral, including, but not limited to, the Patents and Patent applications set forth on Schedule A attached hereto under the Guaranty and Security Agreement or the Patent Security Agreement, the Administrative Agent, without representation or warranty of any kind and without any recourse, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor. The Administrative Agent hereby authorizes the Grantor (or its designee) to file this Release with the USPTO.

3. Termination. The Administrative Agent, without representation or warranty of any kind and without any recourse, terminates and cancels the Patent Security Agreement.

4. Further Assurances. The Administrative Agent agrees to take all further actions, reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to effectuate the purposes of this Release.

¹ Note to K&E: We did not locate recordation in the USPTO registry.


5. Concerning the Administrative Agent. Audax Private Debt LLC is executing this Release not in its individual or corporate capacity, but solely in its capacity as the Administrative Agent under the Guaranty and Security Agreement and the Patent Security Agreement. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

6. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

AUDAX PRIVATE DEBT LLC,
as Administrative Agent

By: 

Name: Shehzad Ajmal
Title: Authorized Signatory

SCHEDULE A

PATENT COLLATERAL

UNITED STATES PATENT REGISTRATIONS:

Owner/Grantor	Patent	Patent Number	Issue Date	Expiration Date
Millennium Engineering and Integration LLC	Chloride-free, sodium ion-free, and water-free thermal batteries using molten nitrate electrolytes	8,039,138	18-OCT-2011	14-AUG-2027
Millennium Engineering and Integration LLC	Chloride-free thermal batteries using molten nitrate electrolytes	7,629,075	08-DEC-2009	25-SEPT-2027
Millennium Engineering and Integration LLC	Compact emissivity and temperature measuring infrared detector	7,186,978	06-MAR-2007	15-OCT-2024
Millennium Engineering and Integration LLC	Compact emissivity and temperature measuring infrared detector	7,439,510	21-OCT-2008	15-OCT-2024

UNITED STATES PATENT APPLICATIONS:

None.