508893964 11/27/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI661469

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

### **CONVEYING PARTY DATA**

Name	Execution Date
ING CAPITAL LLC	11/06/2024

## **RECEIVING PARTY DATA**

Company Name:	Novita Aurora, LLC		
Street Address:	2301 Research Park Way, Suite 226		
City:	Brookings		
State/Country:	SOUTH DAKOTA		
Postal Code:	57006		
Company Name:	Novita Nutrition, LLC		
Street Address:	2301 Research Park Way, Suite 226		
City:	Brookings		
State/Country:	SOUTH DAKOTA		
Postal Code:	57006		

### **PROPERTY NUMBERS Total: 11**

Property Type	Number
Patent Number:	8227015
Patent Number:	9113645
Application Number:	14800032
Application Number:	13494825
Patent Number:	9523062
Patent Number:	9351505
Patent Number:	10072232
Application Number:	16058562
Application Number:	62746692
PCT Number:	US1621770
PCT Number:	US1955710

#### **CORRESPONDENCE DATA**

Fax Number: 4045725100

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.

**PATENT REEL: 069423 FRAME: 0803** 

508893964

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Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015092
NAME OF SUBMITTER:	Angela Olchaskey
SIGNATURE:	Angela Olchaskey
DATE SIGNED:	11/27/2024

### **Total Attachments: 5**

source=Novita - Patent Release Executed#page1.tiff source=Novita - Patent Release Executed#page2.tiff source=Novita - Patent Release Executed#page3.tiff source=Novita - Patent Release Executed#page4.tiff source=Novita - Patent Release Executed#page5.tiff

#### RELEASE OF SECURITY INTEREST IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS, dated as of November 6, 2024, is made by ING CAPITAL LLC (the "Agent") in favor of NOVITA AURORA, LLC, a South Dakota limited liability company (the "Borrower"), and NOVITA NUTRITION, LLC, a Delaware limited liability company ("Parent", and together with the Borrower, each a "Grantor" and collectively, the "Grantors").

WHEREAS, pursuant to the (x) Security Agreement, dated as of April 15, 2016 (the "Borrower Security Agreement"), by and between the Borrower and the Agent, and (y) Amended and Restated Limited Guaranty and Pledge and Security Agreement, dated as of June 24, 2020 (the "Parent Security Agreement"), by and between Parent and the Agent, each Grantor pledged, collaterally assigned and granted to the Agent a security interest in all of such Grantor's right, title and interest in the "Collateral" (as defined therein), including the patents and patent licenses set forth on Schedules 1 and 2 attached hereto (collectively, the "Patents");

WHEREAS, pursuant to (i) that certain Patent License Security Agreement, dated as of April 15, 2016, by the Borrower in favor of the Agent, which was duly recorded on April 20, 2016 at Reel 038488, Frame 0100 in the United States Patent and Trademark Office (the "Borrower Patent Security Agreement"), the Borrower granted to the Agent, to secure its obligations under the Borrower Security Agreement, a security interest in all right, title and interest of the Borrower in and to certain intellectual property, including the Patents set forth on Schedule 1 attached hereto and (ii) that certain Patent Security Agreement, dated as of April 3, 2020, by Parent in favor of the Agent, which was duly recorded on April 3, 2020 at Reel 052310, Frame 0143 in the United States Patent and Trademark Office (the "Parent Patent Security Agreement" and together with the Borrower Patent Security Agreement, each a "Patent Security Agreement" and, collectively, the "Patent Security Agreements"), Parent granted to the Agent, to secure its obligations under the Parent Security Agreement, a security interest in all right, title and interest of Parent in and to certain intellectual property, including the Patents set forth on Schedule 2 attached hereto; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in the Patents to the Grantors and to dissolve those liens and encumbrances created by each Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under each Patent Security Agreement in the Patent License Collateral (as defined in the Borrower Patent Security Agreement) and the Patent Collateral (as defined in Parent Patent Security Agreement), including the Patents, (b) release its security interest in the Patent License Collateral (as defined in the Borrower Patent Security Agreement) and the Patent Collateral (as defined in Parent Patent Security Agreement), including the Patents, and (c) discharge any and all rights, title and interest it has in and the security interest granted to Agent in the Patent License Collateral (as defined in the Borrower Patent Security Agreement) and the Patent Collateral (as defined in Parent Patent Security Agreement) and all goodwill associated therewith, including the Patents.

Agent shall take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantors, and at the Grantors' cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby. Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Release of Security Interest in Patents.

[SIGNATURE PAGE FOLLOWS]

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

ING CAPITAL LLC, as Agent

By: Daniel Sinchez C.

Name: Gonzalo Sanchez

Title: Director

By: Renata Medeiros (Nov 6, 2024 09:34 CST)

Name: Renata Medeiros

Title: Director

[Signature Page to Termination and Release of Security Interest in Patent Security Agreement]

### **SCHEDULE 1**

# Patent Schedule to Release Reel/Frame 038488/0100

## **Patent Licenses**

License granted pursuant to Article 6 of that certain Management Services Agreement dated as of January 1, 2015 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "<u>License Agreement</u>") by and between Novita Aurora, LLC "<u>Grantor</u>") and Novita Nutrition, LLC ("<u>Owner</u>") pursuant to which Owner granted to Grantor a license in each of the Patents and Patent Applications described below:

### **U.S. Patents and Patent Applications**

		Application	Application	Patent	Patent
Title	Owner	Number	Date	Number	Issue Date
SOLVENT	Novita	12/442,934	03/25/2009	8,227,015	07/24/2012
EXTRACTION OF OIL	Nutrition,				
FROM DISTILLERS	LLC	[Pub. No.	[PCT § 371		
DRIED GRAINS AND		US20100092603]	(c) Date]		
METHODS OF USING					
EXTRACTION		PCT			
PRODUCTS		US2007/079575			
SOLVENT	Novita	13/840,784	03/15/2013	9,113,645	08/25/2015
<b>EXTRACTION OF OIL</b>	Nutrition,				
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND		US20130216688]			
METHODS OF USING					
EXTRACTION					
PRODUCTS					
SOLVENT	Novita	14/800,032	07/15/2015		
EXTRACTION OF OIL	Nutrition,				
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND		US20160002567]			
METHODS OF USING					
EXTRACTION					
PRODUCTS					
SOLVENT	Novita	13/494825	06/12/2012		
EXTRACTION OF OIL	Nutrition,				
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND		US20120294977]			
METHODS OF USING					
EXTRACTION					
PRODUCTS					

# SCHEDULE 2

# Patent Schedule to Release Reel/Frame 052310/0143

# **Patent Licenses**

None.

# **U.S. Patents and Patent Applications**

Title	Owner	Application Number	Application Date	Patent Number	Patent Issue Date
SOLVENT	Novita	12/442,934	03/25/2009	8,227,015	07/24/2012
EXTRACTION OF OIL	Nutrition,	12/442,934	03/23/2009	0,227,013	07/24/2012
FROM DISTILLERS	LLC	[Pub. No.	[PCT § 371		
DRIED GRAINS AND	LLC	US20100092603]	(c) Date		
METHODS OF USING		0320100092003]	(c) Date		
EXTRACTION		PCT			
PRODUCTS		US2007/079575			
SOLVENT	Novita	13/840,784	03/15/2013	9,113,645	08/25/2015
EXTRACTION OF OIL	Nutrition,	15/640,764	03/13/2013	9,113,043	08/23/2013
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND	LLC	US20130216688]			
METHODS OF USING		0320130210000]			
EXTRACTION					
PRODUCTS					
SOLVENT	Novita	14/800,032	07/15/2015	9,523,062	12/20/2016
EXTRACTION OF OIL	Nutrition,	14/000,032	07/13/2013	7,323,002	12/20/2010
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND	LEC	US20160002567]			
METHODS OF USING		05201000025071			
EXTRACTION					
PRODUCTS					
SOLVENT	Novita	13/494,825	06/12/2012	9,351,505	05/31/2016
EXTRACTION OF OIL	Nutrition,	ŕ			
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND		US20120294977]			
METHODS OF USING		_			
EXTRACTION					
PRODUCTS					
SOLVENT	Novita	15/385,411	12/20/2016	10,072,232	09/11/2018
EXTRACTION OF OIL	Nutrition,				
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND		US20170183604]			
METHODS OF USING					
EXTRACTION					
PRODUCTS					

		Application	Application	Patent	Patent
Title	Owner	Number	Date	Number	Issue Date
SOLVENT	Novita	16/058,562	08/08/2018		
<b>EXTRACTION OF OIL</b>	Nutrition,				
FROM DISTILLERS	LLC	[Pub. No.			
DRIED GRAINS AND		US20190024017]			
METHODS OF USING					
EXTRACTION					
PRODUCTS					
HIGH PROTEIN	Novita	PCT/US2016/0217	03/10/2016		
DISTILLERS DRIED	Nutrition,	70			
GRAINS WITH	LLC				
SOLUBLES AND					
METHODS THEREOF					
DIAGNOSTIC ASSAY	Novita	62/746,692	10/17/2018		
FOR RUMEN	Nutrition,				
UNDEGRADED	LLC				
PROTEIN					
DETECTION					
DIAGNOSTIC ASSAY	Novita	PCT/US19/55710	10/10/2018		
FOR RUMEN	Nutrition,				
UNDEGRADED	LLC				
PROTEIN					
DETECTION					

**RECORDED: 11/27/2024**