### 900279984 02/12/2014

#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		102/06/2014	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Maxwell Systems, Inc.	
Street Address:	1000 FIRST AVENUE, Suite 200	
City:	KING OF PRUSSIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19406	
Entity Type:	CORPORATION: PENNSYLVANIA	

Name:	Cheetah Advanced Technologies, Inc.	
Street Address:	1000 FIRST AVENUE, Suite 200	
City:	KING OF PRUSSIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19406	
Entity Type:	CORPORATION: COLORADO	

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2785278	STREETSMARTS
Registration Number:	1363143	THE CONTRACTOR BY MAXWELL
Registration Number:	3217982	MAXWELL
Registration Number:	3217983	COLONIAL

#### **CORRESPONDENCE DATA**

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first; if that is unsuccessful, it will be sent to the e-mail address first to

900279984 REEL: 005216 FRAME: 0981

via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.342
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/12/2014

Total Attachments: 3

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TRADEMARK REEL: 005216 FRAME: 0982

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made in favor of Maxwell Systems, Inc. "Maxwell" and Cheetah Advanced Technologies, Inc. ("Cheetah" and together with Maxwell, each individually a "Grantor" and collectively the "Grantors") by PNC Bank, National Association ("Lender").

WHEREAS, pursuant to the terms and conditions of that certain Rider to Security Agreement - Trademarks, dated as of February 7, 2006 executed by Maxwell in favor of Lender ("Security Agreement 1"), that certain Rider to Security Agreement - Trademarks, dated as of March 30, 2006 executed by Cheetah in favor of Lender ("Security Agreement 2") and that certain Security Agreement dated as of March 30, 2007 executed by Maxwell, Cheetah and Cheetah Holdings, Inc. in favor of Lender ("Security Agreement 3" and together with Security Agreement 1 and Security Agreement 2, each individually a "Security Agreement" and collectively the "Security Agreements"), each Grantor granted to Lender a security interest in all of such Grantor's right, title and interest in and to all its present and future right, title and interest in and to certain intellectual property, including those items set forth on Schedule 1 hereto (as further defined in the Security Agreements, the "Trademarks");

WHEREAS, Security Agreement 1 was recorded with the United States Patent and Trademark Office on February 24, 2006 at Reel/Frame 3253/0501, Security Agreement 2 was recorded with the United States Patent and Trademark Office on May 3, 2006 at Reel/Frame 3302/0123, and Security Agreement 3 was recorded with the United States Patent and Trademark Office on April 3, 2007 at Reel/Frame 3513/0167;

WHEREAS, each Grantor has paid all of its outstanding indebtedness to Lender; and

WHEREAS, Lender wishes to release its security interest in the Trademarks and reassign to each Grantor all of Lender's right, title and interest in and to the Trademarks of such Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the Security Agreements and hereby terminates, cancels and releases any security interest it may have in the Trademarks and reassigns to the each Grantor any rights it may have in the Trademarks.

Lender shall take all further actions, and provide to each Grantor, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \*

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of this <u>6</u>th day of February, 2014.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

Name:

Title:\_\_

{01777254; 2; 1031-53 }

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# SCHEDULE 1

# Trademarks

Trademark	Registration No.	Registration Date
STREETSMARTS	2785278	11/25/2003
THE CONTRACTOR BY MAXWELL	1363143	10/1/1985
COLONIAL	3217983	3/13/2007
MAXWELL	3217982	3/13/2007