# OP \$215.00 34065

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM384768

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		05/17/2016	Chartered Bank: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	PROGRESSION, INC.	
Street Address:	15 FOUNDATION AVENUE	
City:	HAVERHILL	
State/Country:	MASSACHUSETTS	
Postal Code:	01835	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3406562	IPULSE
Registration Number:	3486186	ANALYZE WITH INTEGRITY
Serial Number:	74609507	CORREFLOW
Serial Number:	75412533	CORREFLUX
Serial Number:	75211272	CORRESTAT
Serial Number:	75050216	ESM
Serial Number:	75078845	MAGNEFLOW
Serial Number:	75050215	MFM

#### **CORRESPONDENCE DATA**

**Fax Number:** 6173424001

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.

**Phone:** 6173424000

**Email:** IPDocketing@foley.com,bcorbin@foley.com

Correspondent Name: CHRISTOPHER J. MCKENNA
Address Line 1: FOLEY & LARDNER LLP

Address Line 2: 3000 K STREET N.W., SUITE 600

Address Line 4: WASHINGTON, D.C. 20007

NAME OF SUBMITTER:	BOBBIE-JEAN CORBIN
SIGNATURE:	/bobbie-jean corbin/

DATE SIGNED:	05/18/2016		
Total Attachments: 13	Total Attachments: 13		
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# RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 17, 2016 (this "Release") is made by Silicon Valley Bank (the "Bank").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement (the "Security Agreement") entered into as of June 9, 2009 by and between the Bank and Progression, Inc. (the "Grantor") and attached hereto as Exhibit A, the Grantor granted to the Bank a security interest (the "Security Interest") in all of Grantor's right, title and interest in the Intellectual Property Collateral as security for certain Loans (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on August 13, 2009 at Reel 004045 Frame 0734;

WHEREAS, the Loans have since been satisfied in-full, and the Bank desires herby to release the Security Interest.

NOW THEREFORE, the Bank agree as follows:

SECTION 1. Release. The Bank hereby releases the security interest in and to the right, title, and interest in, to, and under the Intellectual Property Collateral (as listed on Exhibit C to the Security Agreement and copied and listed on Schedule I hereto); and authorizes the recordation of this Release with the USPTO.

Name: Ryce Revenscroft
Title: Marasins Director

4813-6839-4545.3

Schedule 1

Description	Registration/Application Number	Registration/Application Date	
Correflow	Australia/661956	05/24/1995	
Correflow	Benelux/849,543	06/08/1995	
Correflow	France/95/575,119	06/09/1995	
Correflow	Italy/RM95C002797	06/12/1995	
Correflow	South Korea/95-27025	07/01/1995	
Correflow	UK/2023426	06/09/1995	
Correflow	USA/74/609,507	12/12/1994	
Correflux	USA/75/412,533	12/30/1997	
Correstat	USA/75/211,272	12/10/1996	
ESM	USA/75/050,216	01/30/1996	
MagModule	South Korea/95-46,214	12/06/1995	
Magneflow	EC/382,523	09/12/1996	
Magneflow	South Korea/95/-46,214	12/06/1995	
Magneflow	USA/75/078,845	03/26/1996	
MFM	USA/75/050,215	01/30/1996	
iPulse	USA/3,406,562 04/01/2008		
Analyze with Integrity	USA/3,486,186	08/12/2008	

4813-6839-4545.3

# Exhibit A

Security Agreement

[Attached]

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Progression, Inc.		06/09/2009	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3406562	IPULSE
Registration Number:	3486186	ANALYZE WITH INTEGRITY
Serial Number:	74609507	CORREFLOW
Serial Number:	75412533	CORREFLUX
Serial Number:	75211272	CORRESTAT
Serial Number:	75050216	ESM
Serial Number:	75078845	MAGNEFLOW
Serial Number:	75050215	MFM

#### CORRESPONDENCE DATA

Fax Number: (703)415-1557

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 703-415-1555

Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard

900141056

TRADEMARK REEL: 004045 FRAME: 0734

Address Line 2: Suite 510 Address Line 4: Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9060803	
NAME OF SUBMITTER:	Christopher E. Kondracki	
Signature:	/Christopher E. Kondracki/	
Date:	08/13/2009	
Total Attachments: 8 source=Progression#page1.tif source=Progression#page2.tif source=Progression#page3.tif source=Progression#page4.tif source=Progression#page5.tif source=Progression#page6.tif source=Progression#page7.tif source=Progression#page8.tif		

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 9, 2009 by and between SILICON VALLEY BANK, a California corporation with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and PROGRESSION, INC., a Delaware corporation with its principal place of business at 15 Foundation Avenue, Haverhill, Massachusetts 01835 ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (i) that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 9, 2009, and (ii) that certain Export-Import Bank Loan and Security Agreement by and between Bank and Grantor dated as of June 9, 2009 (as both may be amended, modified or supplemented from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- 1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- 2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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TRADEMARK

- 3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- 4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "Patents");
- 5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- 6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- 7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- 8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- 9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- 10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:  15 Foundation Avenue Haverhill, Massachusetts 01835	PROGRESSION C.  By:
Attn: VANCON & , DAVIS	Title: CHIEF EXECUTIVE OFFICENCE BANK:
Address of Bank:	SILICON VALLEY BANK
One Newton Executive Park, Suite 200 2221 Washington Street Newton, Massachusetts 02462	By:

Attn: Mr. Michael Quinn

TRADEMARK

REEL: 004045 FRAME: 0738

**TRADEMARK** 

Attn: Mr. Michael Quinn

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

	GRANTOR:
Address of Grantor:	PROGRESSION, INC.
15 Foundation Avenue Haverhill, Massachusetts 01835 Attn:	By:
	BANK:
Address of Bank:	SILICON VALLEY BANK
One Newton Executive Park, Suite 200 2221 Washington Street Newton, Massachusetts 02462	By: Lul Zul Title: P

TRADEMARK REEL: 004045 FRAME: 0739

**TRADEMARK** 

# **EXHIBIT A**

# Copyrights

Description

Registration/ Application Number

Registration/ Application Date

Not Applicable

N/A

N/A

TRADEMARK REEL: 004045 FRAME: 0740

TRADEMARK

# EXHIBIT B

# Patents

Description

Registration/ Application Number Registration/ Application Date

Not Applicable

N/A

N/A

TRADEMARK REEL: 004045 FRAME: 0741

**TRADEMARK** 

# EXHIBIT C

## Trademarks

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Correflow	Australia/661956	5/24/1995
Correflow	Benelux/849,543	6/8/1995
Correflow	France/95/575,119	6/9/1995
Correflow	Italy/RM95C002797	6/12/1995
Correflow	South Korea/95-27025	7/1/1995
Correflow	UK/2023426	6/9/1995
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MagModule	South Korea/95-46,214	12/6/1995
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Magneflow	— USA/75/078,845	3/26/1996
MFM	USA/75/050,215	1/30/1996
iPulse	USA/3,406.562	4/1/2008
Analyze with Integrity	—USA/3,486,186	8/12/2008

TRADEMARK REEL: 004045 FRAME: 0742

TRADEMARK

# EXHIBIT D

Mask Works

**Description** 

Registration/ Application Number

Registration/ Application Date

N/A

1151162,1

**RECORDED: 08/13/2009** 

**RECORDED: 05/18/2016** 

**TRADEMARK** REEL: 004045 FRAME: 0743

**TRADEMARK**