

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deerpath Funding, LP, as administrative agent		11/02/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	NitroFill, LLC		
Street Address:	3750 Park Central Blvd. N.		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33064		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Besser Industrial Tools, LLC		
Street Address:	3750 Park Central Blvd. N.		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33064		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Vehicle Safety Solutions, LLC		
Street Address:	3750 Park Central Blvd. N.		
City:	Pompano Beach		
State/Country:	FLORIDA		
Postal Code:	33064		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78604910	NITROFILL	
Serial Number:	77183855	TIM TIRE INFLATION MAINTENANCE	
Serial Number:	78645994	PURIGEN 98	
Serial Number:	78638980	PURIGEN 98	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
TRADEMARK			

CH \$115.00 78604910

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: 713-226-6000
Email: TMMail@porterhedges.com
Correspondent Name: Jonathan Pierce
Address Line 1: P.O. Box 4744
Address Line 4: Houston, TEXAS 77210-4744

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	11/03/2016

Total Attachments: 4

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PATENT AND TRADEMARK RELEASE AND REASSIGNMENT

THIS PATENT AND TRADEMARK RELEASE AND REASSIGNMENT is made as of November 2, 2016, by DEERPATH FUNDING, LP, in its capacity as administrative agent (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, NitroFill, LLC, a Delaware limited liability company, Besser Industrial Tools, LLC, a Delaware limited liability company, Vehicle Safety Solutions, LLC, a Florida limited liability company, (collectively, the “Grantor”) and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of August 31, 2010 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in the Collateral (as defined therein) as security for certain obligations owing by Grantor to Secured Party, including the Patents and Trademarks set forth on Schedule 1 hereto;

WHEREAS, a Notice of Recordation of Assignment Document with respect to the Patents of the Grantor set forth on Schedule 1 was recorded by the United States Patent and Trademark Office on September 22, 2010, at Reel 025026, Frame 0097;

WHEREAS, a Notice of Recordation of Assignment Document with respect to the Trademarks of the Grantor set forth on Schedule 1 was recorded by the United States Patent and Trademark Office on September 22, 2010, at Reel 004283, Frame 0114;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Patents, Trademarks and Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following:

(i) all of its (a) exclusionary or protective rights granted for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders’ right certificates, inventor’s certificates and the like), (b) reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, (c) all applications in connection therewith filed in a national, state or local governmental authority of any country and (d) agreements material to the operation of Grantor’s business, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention of Grantor covered by a patent, including but not limited to those referred to on Schedule 1 attached hereto;

(ii) all of its (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the business of Grantor or hereafter acquired, (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country and (c) agreements material to the business of Grantor, written or oral, providing for the grant by or to

Grantor of any right to use any trademark, including but not limited to those referred to on Schedule 1 attached hereto; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Patents, Trademarks and the Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Patent and Trademark Release and Reassignment to be executed as of the day and year first above written.

DEERPATH FUNDING, LP

By: Deerpath Funding General Partner, Inc.,
its general partner

By: 
Name: Anish Bahl
Title: Chief Financial Officer

SCHEDULE 1

Patents

<u>Country</u>	<u>Title</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date Issued</u>
US	Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	NitroFill, LLC	7,624,774	11/447,079	6 June 2006	1 December 2009
US	Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	NitroFill, LLC	7,677,274	12/355,472	16 January 2009	16 March 2010
US	Portable, Remote, Fast-Fill Inflator and Nitrogen Converter Unit	NitroFill, LLC	7,770,608	12/355,528	16 January 2009	10 August 2010
US	Portable, Remote, Fast-Filler Inflator and Nitrogen Converter Unit	NitroFill, LLC	N/A	12/845,100	28 July 2010	N/A

Patent Licenses:

1. Patent License Agreement dated February 19, 2010 between NitroFill, LLC and Haltec Corporation.

Trademarks

<u>Country</u>	<u>Name</u>	<u>Owner</u>	<u>Registration Number</u>	<u>Date Issued</u>
US	NitroFill	NitroFill, LLC	3,217,001	13 March 2007
Canada	NitroFill	NitroFill, LLC	706,136	30 January 2008
US	TM Tire Inflation Maintenance	NitroFill, LLC	3,509,462	30 September 2008
US	Purigen98	NitroFill, LLC	3,279,417 3,279,407	14 August 2007