

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417243

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Innovatus Capital Partners, LLC | | 02/23/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Sabre Intellectual Property Holdings LLC | | |
| Street Address: | 1891 New Scotland Road | | |
| City: | Slingerlands | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12159 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4343659 | CLEANTREAT | |
| Registration Number: | 4760444 | | |
| Registration Number: | 4167187 | DIKLOR | |
| Registration Number: | 3760941 | DIKLOR-S | |
| Registration Number: | 4920911 | SABRE | |
| Registration Number: | 4891664 | SABRE | |
| Registration Number: | 4920912 | SABRE | |
| Registration Number: | 5056357 | SABRESTIM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585094010 | | |
| <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: | 858-509-4071 | | |
| Email: | sdipdocket@pillsburylaw.com | | |
| Correspondent Name: | Michelle L. Mehok | | |
| Address Line 1: | 12255 El Camino Real, Suite 300 | | |
| Address Line 4: | San Diego, CALIFORNIA 92130 | | |
| NAME OF SUBMITTER: | Michelle L. Mehok | | |

CH \$215.00 4343659

| | |
|--|------------------|
| SIGNATURE: | /michelle mehok/ |
| DATE SIGNED: | 02/23/2017 |
| Total Attachments: 9 | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page1.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page2.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page3.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page4.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page5.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page6.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page7.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page8.tif | |
| source=Sabre - Release of IP Security Agreement 4812-9303-1744 (EXECUTED) 4853-0469-2291 v.1#page9.tif | |

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Release”) is entered into as of February 23, 2017 by Innovatus Capital Partners, LLC (the “Collateral Agent”) in its capacity as collateral agent for itself and the other Secured Parties (as defined in the Security Agreement), in favor of Sabre Energy Services, LLC, a New York limited liability company, Biowall, LLC, a Delaware limited liability company, Sabre Intellectual Property Holdings LLC, a Delaware limited liability company, and Sabre Companies LLC, a Delaware limited liability company (each, a “Grantor” and, collectively, the “Grantors”).

RECITALS

WHEREAS, pursuant to the Fourth Amended and Restated Promissory Note and Amendment to Term Sheet and Security Agreement dated as of December 6, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Note”; unless otherwise indicated herein, capitalized terms used herein are used as defined in the Note or in the Security Agreement referred to below), in favor of the Collateral Agent for itself and the other Secured Parties, pursuant to which the Grantors were required to grant to the Collateral Agent for itself and the other Secured Parties a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of September 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), each Grantor granted to the Collateral Agent for itself and the other Secured Parties, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledged to the Collateral Agent for itself and the other Secured Parties, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof, and to deliver and execute an Intellectual Property Security Agreement, dated as of September 23, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), which was recorded against the Patents at Reel/Frame 040224/0535, and against the Trademarks at Reel/Frame 5895/0059, whereby each of the Grantors granted the Collateral Agent for itself and the other Secured Parties a security interest in all of such 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 Copyrights, Trademarks, Patents, and Mask Works and all proceeds and products thereof; and

WHEREAS, the Intellectual Property Collateral includes, without limitation, the following:

- a) 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”);

- b) 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;
- c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;
- d) 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 Exhibit B attached hereto (collectively, the "Patents");
- e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- f) 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");
- g) 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;
- h) 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;
- i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- j) 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; and

WHEREAS, the Collateral Agent for itself and the other Secured Parties wishes to confirm that the Security Agreement and Intellectual Property Security Agreement are terminated and therefore it: (i) has previously and by these presents does hereby release all of its security interest in favor of the Collateral Agent for itself and the other Secured Parties covering each of the Grantor's intellectual property rights, including without limitation the Intellectual Property Collateral and all proceeds and products thereof; (ii) it has restored and hereby restores all right, title and interest in and to each of the Grantor's intellectual property rights, including without limitation the Intellectual Property Collateral and all proceeds and products thereof, to such Grantor; and (iii) has dissolved and does hereby dissolve any and all liens and encumbrances respecting each of the Grantor's intellectual property rights, including without limitation the Intellectual Property Collateral and all proceeds and products thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent for itself and the other Secured Parties confirms that the Security Agreement and Intellectual Property Security Agreement are terminated, it has released and does hereby release its security interest in each of the Grantor's intellectual property rights including without limitation, the Intellectual Property Collateral, and all proceeds and products thereof, and has discharged and hereby discharges, quit claims and has relinquished and does hereby relinquish unto such Grantor any and all rights, title and interest it has in and to the Grantor's intellectual property rights including without limitation the Intellectual Property Collateral and all proceeds and products thereof.

The Collateral Agent for itself and the other Secured Parties hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release and security interest in the Intellectual Property Collateral and all proceeds and products thereof.

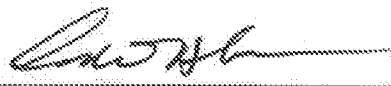
The Collateral Agent for itself and the other Secured Parties hereby agrees to, upon receipt of written request of the Grantors and at the sole expense of the Grantors, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the Release and security interest in the Intellectual Property Collateral and all proceeds and products thereof.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the Collateral Agent for itself and the other Secured Parties has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

COLLATERAL AGENT FOR ITSELF
AND THE OTHER SECURED PARTIES:

Innovatus Capital Partners, LLC

By: 

Name: Andrew Horan

Title: CA

Address:

Innovatus Capital Partners, LLC
777 Third Avenue, 19th Floor
New York, NY 10017

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

| <u>Description</u> | <u>Application Number / Date</u> | <u>Registration Number / Date</u> |
|---|---|--|
| Odor Control In Industrial Lagoons | 08/853,656 5/9/1997 | 5,861,096 1/19/1999 |
| Chlorine Dioxide Generator / Method of Generating Aqueous Chlorine Dioxide | 09/637,798 8/11/2000 | 6,468,479 10/22/2002 |
| Chlorine Dioxide Generator / Method of Generating Aqueous Chlorine Dioxide | 10/274,932 10/21/2002 | 6,645,457 11/11/2003 |
| Method Of Treating with Chlorine Dioxide | 11/131,021 5/16/2005 | 7,678,388 3/16/2010 |
| Methods Of Using Chlorine Dioxide As A Fumigant | 11/270,973 11/11/2005 | 7,807,101 10/5/2010 |
| Decontamination of Enclosed Space Using Gaseous Chlorine Dioxide | 12/769,471 4/28/2010 | 8,192,684 6/5/2012 |
| Chlorine Dioxide Precursor And Methods Of Using Same | 13/427,544 3/22/2012 | 8,703,656 4/22/2014 |
| Decontamination of Enclosed Space Using Gaseous Chlorine Dioxide | 13/466,708 5/8/2012 | 8,741,223 6/3/2014 |
| Chlorine Dioxide Precursor And Methods Of Using Same | 13/761,721 2/7/2013 | 8,609,594 12/17/2013 |
| Apparatus And Process For Focused Gas Phase Application Of Biocide | 13/836,721 3/15/2013 | (20140271355) |
| Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide | 13/837,936 3/15/2013 | 9,238,587 1/19/2016 |
| Reactor | 29/461,123 7/18/2013 | D702,628 4/15/2014 |
| Venturi | 29/461,124 7/18/2013 | D726,105 4/7/2015 |

| <u>Description</u> | <u>Application Number / Date</u> | <u>Registration Number / Date</u> |
|---|---|--|
| Flooding Operations Employing Chlorine Dioxide | 14/031,259 9/19/2013 | 8,789,592 7/29/2014 |
| Fracturing Operations Employing Chlorine Dioxide | 14/031,252 9/19/2013 | 8,991,500 3/31/2015 |
| Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide | 14/776,403 3/17/2014 | (20160060148) |
| Flooding Operations Employing Chlorine Dioxide | 14/318,438 6/27/2014 | 8,997,862 4/7/2015 |
| Chlorine Dioxide Precursor And Methods Of Using Same | 14/550,565 11/21/2014 | (20150076401) |
| Flooding Operations Employing Chlorine Dioxide | 14/587,671 12/31/2014 | (20150114650) |
| Treatment Fluids Comprising Viscosifying Agents and Methods of Using the Same | 14/595,459 1/13/2015 | (20150197686) |
| Chlorine Dioxide Precursor And Methods Of Using Same | 14/958,381 12/3/2015 | (20160221826) |
| Method And System For Treatment Of Produced Water And Fluids With Chlorine Dioxide | 14/963,321 12/9/2015 | (20160090315) |

EXHIBIT D

Trademarks



| <u>Description</u> | <u>Application Number / Date</u> | <u>Registration Number / Date</u> |
|--|--|---|
| CLEANTREAT | 85558673 3/2/2012 | 4343659 5/28/2013 |
|  DIKLOR | 86511375 1/22/2015 | 4760444 6/23/2015 |
| DIKLOR-S | 85456427 10/26/2011 | 4167187 7/3/2012 |
| SABRE | 77794075 7/31/2009 | 3760941 3/16/2010 |
| SABRE | 86532054 2/11/2015 | 4920911 3/22/2016 |
| SABRE | 86511351 1/22/2015 | 4891664 1/26/2016 |
|  SABRESTIM | 86532064 2/11/2015 | 4920912 3/22/2016 |
| | 86980100 1/20/2015 | 5056357 10/4/2016 |

EXHIBIT D

Mask Works

None.