

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417249

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovatus Capital Partners, LLC		02/23/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Sabre Intellectual Property Holdings LLC
<b>Street Address:</b>	1891 New Scotland Road
<b>City:</b>	Slingerlands
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	12159
<b>Entity Type:</b>	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

*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: 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

TRADEMARK

<b>SIGNATURE:</b>	/michelle mehok/
<b>DATE SIGNED:</b>	02/23/2017
<b>Total Attachments: 9</b> source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page1.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page2.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page3.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page4.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page5.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page6.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page7.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 v.1#page8.tif source=Sabre - Release of IP Security Agreement 4826-3540-5632 (EXECUTED) 4843-3082-7331 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 “Secured Party”) 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 Secured Party, pursuant to which the Grantors were required to grant to the Secured Party 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 6, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), each Grantor granted to the Secured Party, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledged to the Secured Party, 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 6, 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 039919/0260, and against the Trademarks Reel/Frame 5870/0929, at whereby each of the Grantors granted the Secured Party 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 Secured Party 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 Secured Party 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 Secured Party 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 Secured Party 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.

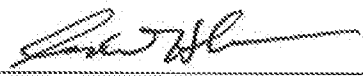
The Secured Party hereby agrees to, upon receipt of written request of the Grantors and at the sole expense of the Grantors, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or 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 Secured Party 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.

SECURED PARTY:

Innovatus Capital Partners, LLC

By: 

Name: Andrew Hoss

Title: CFO

Address:

Innovatus Capital Partners, LLC  
777 Third Avenue, 19<sup>th</sup> 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



<b><u>Description</u></b>	<b><u>Application Number / Date</u></b>	<b><u>Registration Number / Date</u></b>
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.