

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		07/20/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PRIDE ENGINEERING, LLC		
Street Address:	9401 73RD AVENUE NORTH, SUITE 200		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55428		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3386122	GUARDIAN	
Registration Number:	3314585	PRIDE TOUCH	
Registration Number:	4991314	PRIDE	
Registration Number:	5074228	INFINITE CERAMIC	
Serial Number:	86629971	TRUE PRIDE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171621		
NAME OF SUBMITTER:	Timothy McNeilly		
SIGNATURE:	/Timothy McNeilly/		
DATE SIGNED:	07/27/2017		

OP \$140.00 3386122

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of July 20, 2017 ("Effective Date") by **FIFTH THIRD BANK**, an Ohio banking corporation, as Lender ("Secured Party"), in favor of **PRIDE ENGINEERING, LLC**, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement by and between Secured Party and Grantor dated December 18, 2015 (the "IP Security Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.), Grantor granted to Secured Party a continuing security interest in and to all of Grantor's right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement), including, without limitation, the Patents and Trademarks (as each term is defined in the IP Security Agreement) set forth on Schedule A attached hereto;

WHEREAS, Grantor and Secured Party entered into the IP Security Agreement pursuant to the terms and conditions of that certain Amended and Restated Loan and Security Agreement by and among Grantor, Pride Engineering Holdings, LLC, Pride Engineering DISC, Inc., and Secured Party dated December 18, 2015 (the "Security Agreement");

WHEREAS, the IP Security Agreement was recorded in the Assignment Recordation Branch Public Records Division of the United States Patent and Trademark Office ("PTO") on December 22, 2015, at (i) Reel 5696, Frame 0044, (ii) Reel 037353, Frame 0040, (iii) Reel 5270, Frame 0052, and (iv) Reel 032777, Frame 0605; and

WHEREAS, Grantor and the other Borrowers have paid all of its outstanding Liabilities (as defined in the Security Agreement) to Secured Party (other than those liabilities that survive the termination thereof by its terms).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the IP Security Agreement (other than with respect to those liabilities that survive the termination thereof by its terms), and hereby terminates its right and title to and against the IP Collateral.

Secured Party represents and warrants that: (i) it has the power and authority to execute this Release; and (ii) it has not assigned or encumbered any right or title it has to or against the IP Collateral.

Secured Party shall, at Grantor's sole expense, take all actions further reasonably requested in writing by Grantor (including the execution and delivery of any necessary documents), to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

FIFTH THIRD BANK,
an Ohio banking corporation, as Secured Party


By: Michael Tommaso
Name: Michael Tommaso
Its: Principal

SCHEDULE A

Issued Patents and Patent Applications

Country	Entity	Patent Description	Patent No.	Application No.
USA	Pride Engineering, LLC	Double Action Bottom Former for High Cyclic Operation	6,490,904	09/858,242
USA	Pride Engineering, LLC	Can Bottom Forming Assembly (Model 100)	7,290,428	11/346,132
USA	Pride Engineering, LLC	Can Bottom Forming Assembly (Model 250)	7,526,937	11/904,861
USA	Pride Engineering, LLC	Tool Pack Assembly	7,107,811	11/251,395
USA	Pride Engineering, LLC	Floating Clamp Ring Assembly	N/A	62/213,408

Trademark Registrations

Entity	Mark	Country	Reg. No.	Serial. No.
Pride Engineering, LLC	“Guardian”	USA	3,386,122	77117323
Pride Engineering, LLC	“Pride Touch”	USA	3,314,585	78883580
Pride Engineering, LLC	PRIDE 	USA	4,991,314	86630095
Pride Engineering, LLC	TRUE PRIDE	USA	N/A	86629971
Pride Engineering, LLC	INFINITE CERAMIC	USA	5,074,228	86629932