

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massachusetts Development Finance Agency		10/31/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Nuvera Fuel Cells, LLC		
Street Address:	129 Concord Road		
Internal Address:	Building 1		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3262253	POWERTAP	
Registration Number:	3169825	POWERFLOW	
Registration Number:	3103903	FORZA	
Registration Number:	2512793	NUVERA	
Registration Number:	2931259	AVANTI	
Registration Number:	2832396	MAKING A WORLD OF DIFFERENCE IN CLEAN EN	
Registration Number:	2798280	THE FUTURE OF ENERGY	
Registration Number:	2566966		
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	5032229981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt, P.C.		
Address Line 1:	1211 SW Fifth Avenue, Suite 1500		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	128917208942		

CH \$215.00 3262253

NAME OF SUBMITTER:	Sean M. Briggs
SIGNATURE:	/Sean M. Briggs/
DATE SIGNED:	11/02/2017
Total Attachments: 3 source=Termination and Release of Security Interest in Intellectual Property#page1.tif source=Termination and Release of Security Interest in Intellectual Property#page2.tif source=Termination and Release of Security Interest in Intellectual Property#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of October 23, 2017 ("Release"), is made by Massachusetts Development Finance Agency ("MassDevelopment") in favor of Nuvera Fuel Cells, LLC formerly Nuvera Fuel Cells, Inc. ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated January 31, 2007 (as heretofore amended, supplemented or otherwise modified, the ("Security Agreement") by and among MassDevelopment and Grantor, the Obligor granted to MassDevelopment a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all assets of the Grantor and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to MassDevelopment, the Collateral Assignment of Trademark and Letters Patent dated 31 January 2007 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 019254 Frames 0273-0288.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, MassDevelopment and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. MassDevelopment, without representation, warranty, or recourse, hereby:

(a) terminates the Notice and terminates, cancels, discharges, re-pledges, reassigns and releases the security interest it has in assets of the Grantor, including, but not limited to, the Intellectual Property and applications listed on Schedule A attached hereto;

(b) if and to the extent MassDevelopment has acquired any right, title or interest in, to or under any assets of the Grantor, or Proceeds of the foregoing, assigns, transfers, conveys and delivers such right, title or interest to the Grantor;

(c) agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense; and

(d) authorizes and request that the Commissioner for Patents in the USPTO, and any other necessary United States government officer, record this Release; it being understood that such recordation shall be at the Grantor's sole expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, MassDevelopment, has caused this Termination and Release of Security Interest in the Intellectual Property to be duly executed as of the date first set forth above.

Massachusetts Development Finance Agency

By: Laura L. Carter

Name: Laura L. Carter
Executive Vice President

Title: Finance Programs

SCHEDULE A
List of Trademarks

1. Serial # 78546117 — POWERTAP
2. Reg. # 3169825 — POWERFLOW
3. Reg. # 3103903 — FORZA
4. Reg. # 2512793 —NUVERA
5. Reg. # 2931259 — AVANTI
6. Reg. # 2832396 — MAKING A WORLD OF DIFFERENCE IN CLEAN ENERGY SOLUTIONS
7. Reg. # 2798280 — THE FUTURE OF ENERGY
8. Reg. # 2566966 — (DESIGN ONLY)

List of Letters Patent

1. Application Nos.
20070009774; 20060039839; 200637244; 20060032137; 20060013760; 20050257427;
20050142400; 20040253498; 20030010481; 20030170518
2. Patent Nos.
6083425; 6123913; 6126908; 6207122; 6245303; 6254839; 6468480; 6524550; 6641625;
6783742; 6817182; 6861169; 6916564; 6921595; 6986797; 7066973; 7063131