

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINTRUST BANK		02/26/2015	Corporation:

RECEIVING PARTY DATA

Name:	DRIFIRE, LLC
Street Address:	300 W ADAMS STREET SUITE 500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE
Name:	OPTIMER, INC.
Street Address:	300 W ADAMS STREET SUITE 500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE
Name:	OPTIMER PERFORMANCE FIBERS, INC.
Street Address:	300 W ADAMS STREET SUITE 500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75357020	FRESHGUARD
Serial Number:	75492270	OPTIMER
Serial Number:	75492271	DRIRELEASE
Serial Number:	75980327	DRIRELEASE
Serial Number:	76520071	DRICOMFORT
Serial Number:	76540343	FRESHTECH
Serial Number:	77979136	DRI-RELEASE E.C.O. ENVIRONMENTALLY CORRE

OP \$315.00 75357020

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78824226	DRIFIRE
Serial Number:	78833568	
Serial Number:	85038443	DRIFIRE
Serial Number:	85893962	DUALCOOL
Serial Number:	85957797	FORTREX

CORRESPONDENCE DATA

Fax Number: 3123271051

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: 3123271050

Email: jwatson@skcounsel.com

Correspondent Name: SCOTT & KRAUS, LLC

Address Line 1: 150 S WACKER DRIVE SUITE 2900

Address Line 4: CHICAGO, ILLINOIS 60606

NAME OF SUBMITTER:	DREW J SCOTT ESQ.
SIGNATURE:	/DREW J SCOTT ESQ/
DATE SIGNED:	08/29/2018

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this “**Release**”), dated as of August 23, 2018, is entered into by and among DRIFIRE, LLC, a Delaware limited liability company (“**DRIFIRE**”), DRIFIRE HOLDING CORP., a Delaware corporation (“**DF Holding**”), OPTIMER, INC., a Delaware corporation (“**Optimer**”), and OPTIMER PERFORMANCE FIBERS, INC., a Delaware corporation (“**Optimer Performance**,” and collectively with DRIFIRE, DF Holding and Optimer, the “**Grantors**,” and individually, “**Grantor**”) in favor of WINTRUST BANK, an Illinois banking corporation (“**Secured Party**”).

WHEREAS, the Grantors and Secured Party entered into that certain Loan and Security Agreement, dated February 23, 2015 (together with any amendments, modifications or supplements thereto, the “**Loan Agreement**”);

WHEREAS, in accordance with the terms of the Loan Agreement, the Grantors and Secured Party entered into that certain Patent Security Agreement, dated February 23, 2015 (the “**Patent Security Agreement**”), and the Grantors collaterally assigned to Secured Party, amongst other patents and patent applications, the patents and patent applications identified in Schedule A attached hereto (the “**Patents**”);

WHEREAS, in accordance with the terms of the Loan Agreement, the Grantors and Secured Party entered into that certain Trademark Security Agreement, dated February 23, 2015 (the “**Trademark Security Agreement**”, and together with the Patent Security Agreement, the “**Security Agreements**”), and the Grantors collaterally assigned to Secured Party, amongst other trademarks and trademarks applications, the trademarks and trademarks applications identified in Schedule B attached hereto (the “**Trademarks**”); and

WHEREAS, Secured Party has agreed to terminate and release its security interest in the Patents and Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and the Grantors hereby agree as follows:

1. Release and Assignment. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby releases its security interest in and first priority lien on the Patents and Trademarks, and Secured Party hereby assigns and transfers to the Grantors, without recourse, all of Secured Party’s right, title and interest in and to the Patents and Trademarks. Nothing herein shall constitute a release or termination by Secured Party of any other patents or patent applications collaterally assigned to Secured Party under the Security Agreements, other than the Patents and Trademarks.

2. Acknowledgment and Acceptance. Each Grantor hereby acknowledges and accepts the foregoing release and assignment by Secured Party.

3. Further Assurances. At the cost of the Grantors, Secured Party hereby agrees to execute, acknowledge and deliver to the Grantors any and all further documents or instruments and do any and all further acts which the Grantors (or their respective agents, designees or

assignees) reasonably request in order to confirm, effectuate or record this Release and the Grantors' (or their assignees') right, title and interest in and to the Patents and Trademarks.

4. Miscellaneous. This Release (a) shall be governed by and shall be construed and enforced in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule, (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated, except in writing signed by each party, (c) shall be binding upon the Secured Party's legal representatives, successors and assigns, and (d) may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

[Signature page follows.]

IN WITNESS WHEREOF, Secured Party has executed this Release, to take effect on the date first set forth above.

WINTRUST BANK, an Illinois banking corporation.

By: Sarah Sopyanos
Name: Sarah Sopyanos
Title: Lending officer

SCHEDULE A

PATENTS

Country	Application Number	Patent Number	Assignor	Title
United States	08755893	5888914	Optimer Performance Fibers, Inc. (37455)	Synthetic Fiber Fabrics
United States	10290595	6881715	Optimer, Inc. (37455)	Compositions useful as rinse cycle fabric softeners
United States	10589839	7402555	Optimer, Inc. (37455)	Compositions useful as rinse fabric softeners
United States	12137216	7662765	Optimer, Inc. (37455)	Compositions useful as rinse fabric softener
United States	13380548		DriFire, LLC (37456)	Protective fabrics and garments
United States	13622405		Optimer, Inc. (37455)	Fast drying cellulosic fabric and process to produce same
United States	13695321	8732863	DriFire, LLC (37456)	Fiber blends for garments with high thermal, abrasion resistance, and moisture management properties
United States	13812299		DriFire, LLC (37456)	Fire resistant woven fabrics and garments
United States	14238294		DriFire, LLC (37456)	Fiber blends for dual hazard and comfort properties
United States	14247793	8973164	DriFire, LLC (37456)	Fiber blends for garments with high thermal, abrasion resistance, and moisture management properties
United States	14368596		DriFire, LLC (37456)	Garment System
United States	14368603		DriFire, LLC (37456)	Protective Pad Assembly
United States	29369480	D643156	DriFire, LLC (37456)	Knee Pad Assembly

United States	62024619		DriFire, LLC (37456)	Lightweight, dual hazard fabrics
United States	62043442		DriFire, LLC (37456)	Lightweight, arc-rated, dyeable fabrics

SCHEDULE B**TRADEMARKS**

Country	Serial Number	Registration Number	Assignor	Mark
United States	75357020	2306455	Optimer Performance Fibers, Inc.	FRESHGUARD
United States	75492270	2522979	Optimer, Inc.	OPTIMER
United States	75492271	2488034	Optimer Performance Fibers, Inc.	DRIRELEASE
United States	75980327	2462890	Optimer Performance Fibers, Inc.	DRIRELEASE
United States	76520071	3382307	Optimer Performance Fibers, Inc.	DRI-COMFORT
United States	76540343	3032667	Optimer Performance Fibers, Inc.	FRESHTECH
United States	77979136	3794938	Optimer Performance Fibers, Inc.	DRI-RELEASE E.C.O. ENVIRONMENTALLY CORRECT ORIGINS
United States	78824226	3362371	Drifire, LLC	DRIFIRE
United States	78833568	3442643	Drifire, LLC	AN ILLUSTRATION DRAWING WITHOUT WORDS
United States	85038443	3897372	Drifire, LLC	DRIFIRE
United States	85893962	4432380	Drifire, LLC	DUALCOOL
United States	85957797	4432639	Drifire, LLC	FORTEX