

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANUFACTURERS AND TRADERS TRUST COMPANY		11/30/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PRIDE MOBILITY PRODUCTS CORPORATION		
Street Address:	182 SUSQUEHANNA AVENUE		
City:	EXETER		
State/Country:	PENNSYLVANIA		
Postal Code:	18643		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3201202	BACKPACKER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165867149		
Email:	agott@jonesday.com		
Correspondent Name:	Angela R. Gott, Jones Day		
Address Line 1:	North Point, 901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	808417620007		
NAME OF SUBMITTER:	Angela R. Gott		
SIGNATURE:	/Angela R. Gott/		
DATE SIGNED:	12/11/2018		
Total Attachments: 6			
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**RELEASE OF SECURITY INTEREST
IN ASSETS SUBJECT TO ASSET PURCHASE AGREEMENT**

This Release of Security Interest in Assets Subject to Asset Purchase Agreement ("Release"), is made and entered into as of the ~~7th~~^{12th} day of November, 2018 ("Effective Date"), by and between PRIDE MOBILITY PRODUCTS CORPORATION, a Pennsylvania corporation with principal offices located at 182 Susquehanna Avenue, Exeter, Pennsylvania ("Borrower"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with banking offices at One M&T Plaza, Buffalo, New York 14240 ("M&T"). Borrower and M&T are each individually a "Party" and, collectively, they are the "Parties."

WHEREAS, the Parties entered into a General Security Agreement dated December 20, 2017 (together with any other security agreement entered into by the Parties, the "Security Agreement"), pursuant to which Borrower granted to M&T a continuing security interest (together with any other security interest granted to M&T by Borrower, the "Security Interest") in all personal property and fixtures of Borrower, wherever located, and whether or not affixed to any realty, including all of Borrower's (i) accounts, chattel paper, investment property, deposit accounts, documents, equipment, farm products, general intangibles (including trademarks, service marks, trade names, patents, copyrights, licenses and franchises), instruments, inventory, money, letter of credit rights, causes of action (including tort claims) and other personal property (including agreements and instruments not constituting chattel paper or a document, general intangible or instrument); (ii) additions, accessions to, substitutions for, or replacements of the foregoing; (iii) proceeds and products of the foregoing including insurance proceeds; and (iv) business records and information relating to any of the foregoing and any software or other programs for accessing and manipulating such information (collectively, the "Collateral");

WHEREAS, M&T filed (i) a UCC-1 Financing Statement with the Pennsylvania Department of State on December 21, 2017, bearing File Number 2017122101390, (ii) a UCC-1 Financing Statement with the Pennsylvania Department of State on September 27, 1999, bearing File Number 30770648, as continued, (iii) a UCC-1 Financing Statement with the Pennsylvania Department of State on December 7, 2001, bearing File Number 34681655, as continued, (iv) a UCC-1 Financing Statement with the Pennsylvania Department of State on February 19, 2002, bearing File Number 34940401, as continued, (v) a UCC-1 Financing Statement with the Pennsylvania Department of State on February 27, 2012, bearing File Number 2012022804451, as amended and continued, (vi) a UCC-1 Financing Statement with the Recorder of Deeds Office of Luzerne County, Pennsylvania, bearing File Number 5408798, as amended and continued, and (vii) a UCC-1 Financing Statement with the Recorder of Deeds Office of Luzerne County, Pennsylvania, bearing File Number 201772909 (collectively with any other financing statements or similar instruments filed by M&T against Borrower or the Purchased Assets, the "Borrower UCC Financing Statements");

WHEREAS, Borrower now desires to enter into an asset purchase agreement (the "Asset Purchase Agreement") with Harmar Mobility, LLC ("Harmar"), pursuant to which Borrower would sell, transfer, assign, convey and deliver to Harmar, free and clear of all liens, security interests and other encumbrances, all of Borrower's right, title and interest in and to all assets, rights and properties of every nature, kind and description, whether tangible or intangible, real, personal or mixed, owned, leased or licensed, wherever located that relate to, or are used or held for use by Borrower in connection with Borrower's lifts, ramps & autochairs division (the "Business") (excepting those assets specifically identified in the Asset Purchase Agreement as excluded assets), including: (i) all intellectual property related to the Business in whatever form or medium as it may exist, and all rights thereunder or in respect thereof, including all websites (and underlying code) and information systems used in connection with the Business as more fully identified in Exhibit "A" annexed hereto and made a part hereof; (ii) all raw materials, supplies, works in process, demos, finished goods and other inventories related to or purchased

in connection with the Business; (iii) all fixtures, apparatus, machinery, tools, parts, equipment, and other tangible personal property and fixed assets related to the Business as more fully identified in Exhibit "B"; (iv) all records of Borrower primarily related to the Business and/or the customers of the Business, including all books, records, files, documents, correspondence and lists owned or maintained by Borrower; (v) those certain contracts and agreements specifically identified in the Asset Purchase Agreement; (vi) all of the goodwill associated primarily with the Business, including all customer and vendor relationships; and (vii) to the extent not covered by items (i) -- (vi) of the foregoing, the "Purchased Assets" (as defined in the Asset Purchase Agreement) (collectively, the "Purchased Assets");

WHEREAS, in order for Borrower to proceed with executing the Asset Purchase Agreement and faithfully performing all of its duties thereunder, Borrower requires M&T's full release of its Security Interest in and to the Purchased Assets;

WHEREAS, in order to allow Borrower to execute the Asset Purchase Agreement and faithfully perform all of its duties thereunder, M&T is willing to fully release its Security Interest in the Purchased Assets upon the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollars, receipt of which is hereby acknowledged, and the covenants and agreements contained herein, the Parties agree to the following:

1. Release of M&T's Security Interest in the Purchased Assets. Immediately upon Borrower and Harmar's execution of the Asset Purchase Agreement, and notwithstanding anything to the contrary in the Security Agreement or any other agreements or documents executed in connection therewith or otherwise between Borrower and M&T, M&T hereby releases and discharges its Security Interest in the Purchased Assets and hereby waives any and all claims or interests it may have in and with respect to the Purchased Assets, regardless of (a) when the Security Interest in the Purchased Assets became perfected, (b) the value of the Purchased Assets, or (c) the amount M&T is owed by Borrower as of the date of execution hereof. If the Asset Purchase Agreement is not executed on or before December 31, 2018, this Release shall be void. M&T agrees to take all reasonable additional steps requested by Harmar or Borrower as may be necessary to release its security interests in the Purchased Assets and provided that they promptly provide copies of any releases filed by them to the Bank, hereby authorized Harmar (or its designee) to file the UCC-3 amendments releasing the Purchased Assets from the Borrower UCC Financing Statements, intellectual property releases and any other instruments, releases and documents evidencing the release of M&T's security interests and other Liens in the Purchased Assets.

2. Consent. M&T hereby consents to (a) Borrower's execution of the Asset Purchase Agreement and any related agreements, and (b) Borrower's sale and transfer of the Purchased Assets to Harmar, free and clear of any liens, security interests and other encumbrances, as provided for in the Asset Purchase Agreement.

3. Survival of Security Agreement. The Parties hereby agree that the Security Agreement, M&T's Security Interest thereunder, and any associated UCC Financing Statements filed by M&T remain in full force and effect as they relate to all of Borrower's Collateral other than the Purchased Assets specifically identified in the Asset Purchase Agreement.

4. Situs; Governing Law. This Release has been delivered by M&T and will be deemed to have been made in the Commonwealth of Pennsylvania. Any dispute arising under this Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its principles of conflicts of laws.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Party's successors and assigns.


6. Entire Agreement; Modification. This Release constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supercedes any and all prior negotiations, correspondence, understandings and agreements, whether verbal or written, between the Parties. No modification or amendment of any provision of this Release is valid or effective unless made in writing and signed by a duly authorized representative of each of the Parties.


7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronically delivered (e.g., facsimile or e-mail) copy of an original signature will be deemed to be an original signature for purpose of execution and delivery of this Agreement.

IN WITNESS WHEREOF, each Party has executed or has caused a duly authorized representative to execute this Release.

Witness/Attest:

MANUFACTURERS AND TRADERS TRUST COMPANY

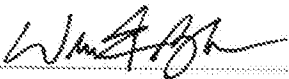
By: 
Name: Mark A. Vaplog
Title: _____

By: 
Name: Carmen Magistro
Title: Vice President

BORROWER:

Witness/Attest:

PRIDE MOBILITY PRODUCTS CORPORATION

By: 
Name: William F. Burke, Esq.
Title: Corporate Counsel


By: 
Name: Chuck Finn
Title: Chief Operating Officer

EXHIBIT "A"
Intellectual Property Schedule

TRADEMARKS

Mark	Jurisdiction	Application No	Application Date	Registration No.	Registration Date
BACKPACKER	United States	78783023	12/30/2005	3,201,202	1/23/2007
BACKPACKER	Canada	1307464	6/29/2006	TMA699,964	10/31/2007
SilverStar	Canada	1297400	4/11/2006	TMA725,594	10/8/2008
BACKPACKER	Australia	1120243	6/22/2006	1120243	10/30/2006

PATENTS

Title	Jurisdiction	Application No	Application Date	Patent No	Issue Date
Controller Combination For A Vehicle Lift	United States	11/975,261	10/18/2007	US 7,784,587 B2	8/31/2010

EXHIBIT "B"

Fixtures, Machinery, Tools, parts, equipment and Fixed Asset Schedule

[Omitted from USPTO Release of Security Interest Filings]