

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589873

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KEYBANK NATIONAL ASSOCIATION		07/31/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RAILPROS, INC.		
<b>Street Address:</b>	15265 Alton Parkway		
<b>Internal Address:</b>	Suite 140		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4578371	RAILPROS	
<b>Registration Number:</b>	5029717	RAILPROS	
<b>Registration Number:</b>	5061700	RAILPROS	
<b>Registration Number:</b>	5212502	RAIL ISN'T A PART OF OUR BUSINESS, IT IS	
<b>Registration Number:</b>	5367175	RAILPROS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>			
<b>Phone:</b>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	THREE BRYANT PARK		
<b>Address Line 2:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		
<b>DATE SIGNED:</b>	08/03/2020		

CH \$140.00 4578371

**Total Attachments: 6**

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**RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Release”) is made effective as of July 31, 2020, by KEYBANK NATIONAL ASSOCIATION, a national banking associate, as Lender (the “Lender”), and RailPros Holdings, LLC, a Delaware limited liability company (the “Parent”), RAILPROS, INC., a California corporation (“RPI”), RAILPROS FIELD SERVICES, INC., a Texas corporation (“RPFS”) and RAILPROS INSPECTION SERVICES, LLC, a Texas limited liability company (“RPIS”, and together with RPI, and RPFS, the “Original Borrowers”), and RWT Investors, LLC, a Delaware limited liability company (“RWT Owner”) and Roadway Worker Training, LLC, a Kentucky limited liability company (“RWT”, and together with RWT Owner, the “New Borrowers”). Parent, the Original Borrowers and the New Borrowers are each referred to, individually, as a “Grantor”, and collectively, as the “Grantors”.

WHEREAS, the Lender and Original Borrowers entered into a certain Assignment of Security Interest in United States Patents and Trademarks, dated as of January 3, 2017 (the “Assignment Agreement”) and, with the New Borrowers, entered into that additional Joinder and Amendment to Assignment of Security Interest in United States Patents and Trademarks, dated as of January 19, 2018 (the “Joinder” and, together with the Assignment Agreement, the “IP Security Agreements”), together whereby the Grantors granted to the Lender a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the Assignment Agreement was recorded in the United States Patent and Trademark Office on January 23, 2018 at Reel 6256 and Frame 0106;

WHEREAS, the Joinder was not recorded in the United States Patent and Trademark Office because the Joinder did not list any additional United States issued patents, patent applications, trademarks, or pending trademark applications;

WHEREAS, in accordance with the provisions of the IP Security Agreements, the Lender now desires to release its security interest in and to the Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

SECTION 1. Defined Terms. Each capitalized term used but not defined in this Release has the meaning given or ascribed to it in the IP Security Agreements.

SECTION 2. Release of Grant of Security. The Lender hereby (i) terminates the IP Security Agreements and (ii) terminates, releases and discharges its security interest in, and reassigns to Grantors, all right, title and interest in and to the following property (collectively, the “Collateral”):

:

- (a) all of Grantors' patents and patent applications domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any license (including such patents and patent applications as described in Schedule A attached hereto), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (b) all of Grantors' state (including common law) and federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and registrations as described in Schedule B attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;
- (c) all goodwill of or associated with the business conducted by such Grantor connected with and symbolized by the foregoing;
- (d) all commercial tort claims associated with or arising out of any of the foregoing;
- (e) all accounts, and intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the foregoing and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
- (f) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

SECTION 3. Recordation. The Lender hereby authorizes Grantors or any of their authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Lender hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. Further Assurances. The Lender hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantors, at Grantors' expense, to fully effectuate the purposes of this Release.

SECTION 5. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by its duly authorized officer.

**KEYBANK NATIONAL ASSOCIATION,**  
as Lender,

By:  \_\_\_\_\_

Name: Christopher Picardi

Title: Senior Vice President

SCHEDULE A

Issued U.S. Patents of the Grantors

None.

Pending U.S. Patent Applications of the Grantors

None.

SCHEDULE B

U.S. Trademarks of the Grantors

Grantor	Mark	App. No.	Reg. No.	Status
Railpros, Inc.	RAILPROS	85822884	4578371	Registered
Railpros, Inc.	RAILPROS	86636934	5029717	Registered
Railpros, Inc.	RAILPROS	85856102	5061700	Registered
Railpros, Inc.	RAIL ISN'T A PART OF OUR BUSINESS, IT IS OUR BUSINESS	87150890	5212502	Registered
Railpros, Inc.	RAILPROS	86636954	5367175	Registered

Foreign Trademarks of the Grantors

None.