

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642183

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900597601		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		02/15/2021	National Association:
RECEIVING PARTY DATA			
Name:	FlipChip International, LLC		
Street Address:	3701 E. University Drive		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3332305	ELITECSP	
Registration Number:	3332289	ELITEFC	
Registration Number:	2980315	FLIPCHIP INTERNATIONAL	
Registration Number:	2929612	SPHERON	
Registration Number:	2496509	ULTRA CSP	
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:	1 602.445.8214		
Email:	gtipmail@gtlaw.com		
Correspondent Name:	Karl A. Freeburg		
Address Line 1:	2375 E. CAMELBACK RD. STE. 700		
Address Line 4:	PHOENIX, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	072145010000		
NAME OF SUBMITTER:	Karl A. Freeburg		
SIGNATURE:	/Karl A. Freeburg/		
DATE SIGNED:	04/26/2021		

Total Attachments: 5

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**TERMINATION OF SECOND AMENDED AND RESTATED PATENT AND
TRADEMARK AGREEMENT**

This **TERMINATION OF SECOND AMENDED AND RESTATED PATENT AND TRADEMARK AGREEMENT** (this "Termination") is granted as of February 15, 2021 by Wells Fargo Bank, National Association (the "Secured Party") in favor of FlipChip International, LLC, a Delaware limited liability company (the "Debtor").

WHEREAS, the Secured Party extended certain financial accommodations to the Debtor in the amounts and manner set forth in that certain Third Amended and Restated Credit and Security Agreement entered into as of October 24, 2011 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, as a condition of the Secured Party making the advances to the Debtor as set forth in the Credit Agreement, the Debtor granted the Secured Party a security interest in certain Patent Collateral (as defined below) and certain Trademark Collateral (as defined below) by way of a Second Amended and Restated Patent and Trademark Security Agreement dated as of October 24, 2011 (the "IP Security Agreement");

WHEREAS, the IP Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office ("PTO") on November 10, 2011, at Reel 027212, Frame 0515, against certain patents identified on Exhibit A hereto;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the PTO on November 10, 2011, at Reel 004659, Frame 0248, against certain trademarks identified on Exhibit B hereto; and

WHEREAS, the Debtor has satisfied all of the obligations under the Credit Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Patent Collateral and Trademark Collateral as herein provided.

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

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.

(b) The term "Patent Collateral", as used herein, shall mean:

(i) all rights, title and interests arising under any Requirement of Law in or relating to letters patent and applications therefor and any other ancillary rights thereto ("Patents") including, without limitation, those referred to on Exhibit A hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) The term "Trademark Collateral", as used herein, shall mean

(i) the trademark registrations and applications set forth on the schedule to the Trademark Agreement and Exhibit B hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(2) Release of Security Interest.

(a) The Secured Party hereby terminates, releases, and discharges its security interest in the Patent Collateral.

(b) The Secured Party hereby terminates, releases, and discharges its security interest in the Trademark Collateral.

(3) Reassignment.

(a) The Secured Party hereby reassigns, grants, and conveys to the Debtor, without any representation, recourse or undertaking by the Secured Party, all of the Secured Party's right, title, and interest in and to the Patent Collateral.

(b) The Secured Party hereby reassigns, grants, and conveys to the Debtor, without any representation, recourse or undertaking by the Secured Party, all of the Secured Party's right, title, and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date indicated above.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Secured Party**


By: 
Name: CLIFF MISCHEK
Title: Senior Vice President

Exhibit A

Application No.	Patent No.
11609036	N/A
N/A	7118833
N/A	6750135
N/A	6287893
N/A	6578755
N/A	6445069
N/A	7057292
N/A	6441487
N/A	7126164
N/A	7011988
11718192	N/A
N/A	6919508
11867646	N/A
N/A	7973418
13085759	N/A
12537236	N/A
12142415	N/A
12828003	N/A
US1040410	N/A
61522628	N/A

Exhibit B

Mark	Registration No.
ELITECSP	3332305
ELITEFC	3332289
FLIPCHIP INTERNATIONAL	2980315
SPHERON	2929612
ULTRA CSP	2496509

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