

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, as Administrative Agent		07/01/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RAILCARRX, INC.		
Street Address:	1431 GREENWAY DRIVE, STE 750		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5412885	R	
Registration Number:	5436773	R RAILCARRX RMS	
Registration Number:	4776585	RAILCARRX	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	050485-0170		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	07/02/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of July 1, 2021 by **SILICON VALLEY BANK**, as Administrative Agent (the “*Assignee*”), in favor of **RAILCARRX, INC.** (the “*Grantor*”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of October 7, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”) granting the Assignee a security interest in and lien on certain Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C thereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on October 7, 2020, at Reel 7068, Frame 0709 with respect to the Intellectual Property Collateral consisting of Trademarks and at Reel 054002, Frame 0133 with respect to Intellectual Property Collateral consisting of Patents;

WHEREAS, the Grantor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the (x) Trademarks identified in Schedule I hereto and (y) Patents identified in Schedule II hereto, in each case as herein provided; and

WHEREAS, the Grantor has requested that the Assignee provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s security interests in and liens on the certain Trademarks and Patents as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:


1. terminates the Grant and releases, terminates and discharges all liens and security interests in the Grantor’s right, title and interest in, to and under those certain Trademarks identified in Schedule I hereto, and all goodwill associated therewith and those certain Patents identified in Schedule II hereto; and
2. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

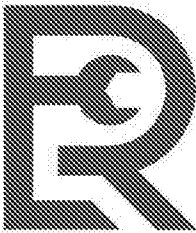



IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Matthew Crismond
Title: Vice President

SCHEDULE I TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Citation	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
	USPTO	Registered	RailcarRx, Inc.	87559136	07-AUG-2017	5412885	27-FEB-2018
	USPTO	Registered	RailcarRx, Inc.	87556577	04-AUG-2017	5436773	03-APR-2018
	USPTO	Registered	RailcarRx, Inc.	86461627	21-NOV-2014	4776585	21-JUL-2015
	State	Registered (TX)	RailcarRx, Inc.			802114646	01-APR-2015

SCHEDULE II TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Title	Country	Status	Owner	Inventors	Application Number	File Date	Publication Number	Publication Date
RAIL FLEET MAINTENANCE MANAGEMENT SYSTEM AND METHOD	US Application	Active	RailcarRx, Inc.	Kilaru, Anil; Lippy, Joseph; Kodali, Sitaram Mohan	US16/180081	11/5/2018	US20190135318	5/9/2019