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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM685155

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

### **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
Wintrust Bank, N.A., formerly Wintrust Bank		10/29/2021	National Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Fluence Automation LLC		
Street Address:	3323 N. Kennicott Ave.		
City:	Arlington Heights		
State/Country: ILLINOIS			
Postal Code: 60004			
Entity Type: Limited Liability Company: DELAWARE			

## **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark		
Registration Number:	2139583	WINSORT		
Registration Number:	2671377	FLEXISORT		
Registration Number:	3046489	MMT SABRE		
Registration Number:	2583054	CRITERION		
Serial Number:	76276356	JETSTAR		
Registration Number:	3320432	WAYMARK		
Registration Number:	3819256	CRITERION APEX		
Registration Number:	3667500	NETSORT		
Registration Number:	2770371	PUREVISION		
Registration Number:	4184468	DIGITAL CO-MINGLE		

# **CORRESPONDENCE DATA**

**Fax Number:** 7044441111

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:** 7044441124

Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP

**Address Line 2:** 101 South Tryon Street, Suite 4000

TRADEMARK REEL: 007480 FRAME: 0757

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000			
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	11/02/2021		
Total Attachments: 4			
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source=Fluence - Wintrust Trademark Release#page2.tif			

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October [29], 2021 (the "Effective Date"), is made by WINTRUST BANK, N.A., formerly Wintrust Bank (the "Bank"), in favor of FLUENCE AUTOMATION LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of July 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Bank, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 31, 2017 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 23, 2017 at Reel/Frame 006136/0324;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Bank, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Bank has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Bank, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Bank, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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5. <u>Governing Law</u> . This Release Illinois, without regard to conflicts of 1	5. <u>Governing Law</u> . This Release shall be governed exclusively under the laws of the State of , without regard to conflicts of law or choice of law principles.					
[Signature Page Follows.]						
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IN WITNESS WHEREOF, the Bank has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WINTRUST BANK, N.A.

Name: 8-2+ Wallace

Title: \ |O

SCHEDULE I
Trademarks and Trademark Applications

		Application Type	South	Niing	***	Toyle offers	100
Registered/	CA	With Priority	0624769	10/1/1986	WINSORT	TMA 510995	4/18/1999
Registered/ Issued	US	TU - Priority Founding	75/092,984	4/23/19\$6	WINSOFF	2,139,565	2/24/1998
Registered/	jp	With Priordy	112097/1096	10/2/1996	WINSORT	4130003	5/27/1998
Registered/	EU	With Priority	000347842	10/7/1996	WINSORT	347542	11/24/1998
Registered/ Issued	W	With Priority	000961978	10/20/190 6	M SERIES MULTI-TIER BIN SYSTEM	000951078	5/5/2000
Registered/ Issued	US	ITU - Priority Founding	76/276,321	6/25/2001	FLEXISORY	2,671,377	1/7/2003
Registered/	US	Priority Founding	75/882,898	12/29/199	MMT SABRE	3,046,489	1/17/2008
Registered/	US	ITU - Priority Founding	76/848,212	11/12/1 <b>9</b> 9	CRITERION	2,580,054	6/18/2002
Flegistered/	US	ITU - Priority Founding	76/276,356	6/25/2001	JETSTAR	2,748,175	6/5/2003
Registered/ Issued	DE	Priority Founding	30357242	11/6/2003	INTELLISTAR	30357242	1/9/2004
Registered/	US	ITU - Priority Founding	78/711,678	9/13/2005	WAYMARK	3,320,432	10/23/2007
Registered/	EU	With Priority	004877577	2/2/2008	WAYMARK	004877577	3/5/2007
Registered/	us	Priority Founding	77/650,386	1/15/2009	CRITERION APEX	3,819,256	7/13/2018
Registered/ Issued	US	ITU - Priority Founding	77/451, <b>6</b> 58	4/18/2008	NETSORT	3,867,500	8/11/2009
Registered/ Issued	us	ITU - Priority Founding	78/122,692	4/18/2002	PUREVISION	2,770,371	9/30/2003
Registered/ Issued	CA	With Prienty	1154393	19/1/2002	PUREVISION	TMA629177	12/31/2004
Registerad/ Issued	EU	With Priority	002877470	10/1/2002	PUREVISION	002877470	2/26/2004
Registered/	ED	With Pricety	008353761	6/10/2009	CRITERION APEX	008353261	6/10/2009
Registered/ Issued	EU	Priority Founding	3542214	11/14/20 <b>0</b> 3	INTELLISTAR	003542214	3/30/2005
Registered/ Jesued	- ES	iTU - Priority Founding	85/222,872	1/21/2011	DIGITAL CO- MINGLE (Supplements   Register)	4,384,488	7/31/2012

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**RECORDED: 11/02/2021** 

TRADEMARK REEL: 007480 FRAME: 0762