

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6833/0979		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIBC BANK USA		11/19/2021	State Bank: ILLINOIS
RECEIVING PARTY DATA			
Name:	IMG ALTAIR, LLC		
Street Address:	41970 Christy Street		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5046634	ZAPITRON	
Registration Number:	5046633	ZAPITRON	
Registration Number:	5046632	ZAPITRON	
Registration Number:	5046630	ZAPITRON	
Registration Number:	5046445	ZAPITRON	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	13540-27		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/22/2021		

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Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Release”) is made as of November 19, 2021, by CIBC BANK USA (the “Lender”) in favor of IMG ALTAIR, LLC, a Delaware limited liability company (“Altair” and collectively with each other Person that from time to time is made a Grantor hereunder, each individually a “Grantor” and collectively the “Grantors”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Agreement (as defined below).

WHEREAS, Lender and Grantors entered into that certain Intellectual Property Security Agreement, dated as of December 20th, 2019 (including all annexes, exhibits, or schedules thereto, the “Agreement”) and such Agreement was recorded with the United States Trademark and Trademark Office on January 8, 2020, at Reel 6833, Frame 0979 and on January 8, 2020, at Reel 051456, Frame 0254.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Lender hereby releases, terminates and discharges, and hereby assigns, transfers, and conveys to the Grants any interest in, all liens and security interests granted by each Grantor in favor of Lender pursuant to the Agreement, including in the following:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

The Lender acknowledges that this document may be filed with the USPTO to evidence the termination and release granted herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

(Signature Page to Release of Intellectual Property Security Agreement)

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

LENDER:

CIBC BANK USA

By: _____


Tom Hunt
Managing Director