

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINNACLE BANK		05/06/2022	STATE-CHARTERED TENNESSEE BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	VEKTEK LLC		
Street Address:	1334 EAST SIXTH AVENUE		
City:	EMPORIA		
State/Country:	KANSAS		
Postal Code:	66801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1453950	VEKTORFLO	
Registration Number:	1453949	VEKTOR FLO V	
Registration Number:	1454898	V VEKTEK	
Registration Number:	1454897		
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	05/12/2022		
Total Attachments: 9			
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is made and effective as of May 6, 2022 and granted by Pinnacle Bank (the “Bank”), a state-chartered Tennessee Bank, in favor of Vektek LLC, a Delaware limited liability company (“Vektek”) and Vektek Holdings, LLC, Vektek Export, Inc., Expansion Properties, LLC, and Vektek Corporation (collectively, the “Grantors”) and their successors, assigns and legal representatives.

WHEREAS, pursuant to a certain Credit Agreement, dated as of May 7, 2021 (the “Credit Agreement”) among the Grantors and the Bank, the Grantors executed and delivered to the Bank (i) that certain Pledge and Security Agreement by and among the Grantors and the Bank dated as of May 7, 2021 (the “Pledge Agreement”) (ii) that certain Patent Security Agreement dated as of May 7, 2021 by and among Vektek and Bank (the “Patent Security Agreement”) and (iii) that certain Trademark Security Agreement by and among Vektek and the Bank dated as of May 7, 2021 (the “Trademark Security Agreement”) and together with the Patent Security Agreement, collectively the “IP Security Agreements”; the IP Security Agreements together with the Pledge Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, Vektek pledged and granted to the Bank for the ratable benefit of the Bank a security interest in and to all of the right, title and interest of Vektek in, to and under the Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) at Reel and Frame numbers: 056197/0942 on May 11, 2011;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the USPTO at Reel and Frame Numbers 007285/0983 on May 11, 2021; and

WHEREAS, the Bank has agreed to enter into this Release in order to effectuate, evidence and record the release and reassignment to Vektek of any and all right, title and interest the Bank may have in the Collateral, as defined in the IP Security Agreements, pursuant to the Security Agreements.

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

1. Release of Security Interest. Bank hereby terminates the IP Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreements in any and all right, title and interest of Vektek, and reassigns to Vektek any and all right, title and interest that it may have, in, to and under the following, in each case whether now or hereafter existing or arising or in which the Grantors now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(a) all Patents (including such Patents as described in Schedule A hereto), all licenses relating to any of the foregoing, and all income and royalties with respect to any licenses, all rights to sue for past, present, or future infringement thereof, all right arising

therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof ("Patents");

(b) any and all Marks (including such Marks, names, registrations, and applications as described in Schedule B), whether arising under a statute or under common law, whether registered or unregistered, registrations of such Marks, and applications for registration of such Marks (but excluding any application to register any Mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such Mark or the application or resulting registration therefor), the goodwill of the business symbolized by the Marks, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to claim, sue, recover, or collect damages for, enjoy, obtain other legal or equitable relief for past, present or future infringement, unauthorized use, misuse, dilution, violation, unfair competition, or other impairment thereof, all rights arising therefrom and pertaining thereto and registrations, renewals, applications, and other filings for any Marks in any intellectual property filing office and rights throughout the world analogous to the foregoing ("Trademarks");

(c) all Internet domain names;

(d) all general intangible and all intellectual or other intangible property of the Grantors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

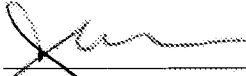
(e) all proceeds of any and all of the foregoing Collateral (including license royalties, revenue, income, rights to payment, accounts receivable, and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Bank is the loss payee thereof) or any indemnity, warranty or guarantee payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PINNACLE BANK,

as Bank

By: 
Name: John Markham
Title: Senior Vice President

Address for Notices:
150 Third Avenue South, Suite 800
Nashville, Tennessee 37219

SCHEDULES

SCHEDULE A

PATENTS

Patents

TITLE	ASSIGNEE	JURISDICTION	APPLICATION NUMBER PATENT NUMBER
DELAY VALVE FOR A HYDRAULIC WORK SUPPORT	Vektek LLC	United States of America	Appl. No. 14/837,897 Patent No. 9,683,669
DOUBLE ACTING WORK SUPPORT WITH INTERNAL SEQUENCE CONTROL	Vektek LLC	United States of America	Appl. No. 12/554,418 Patent No. 8,444,128
Adjustable Link Clamp	Vektek, Inc.	China	Appl. No. 201380014353.0 Publ. No. 104185535A
Adjustable Link Clamp	Vektek, Inc.	European Union	Appl. No. 13/850,841
Adjustable Link Clamp	Vektek, Inc.	Japan	Appl. No. 2014545013 Patent No. 5827757
Adjustable Link Clamp	Vektek, Inc.	WIPO	Appl. No. PCT/US2013/061371
Adjustable Link Clamp	Vektek LLC	United States of America	Appl. No. 13/662,951 Patent No. 8,678,362
Clamping Mechanism for Hydraulic Work Support	Vektek, Inc.	WIPO	Appl. No. PCT/US2016/018041
Clamping Mechanism for hydraulic Work Support	Vektek, Inc.	China	Appl. No. 201680062699.1 Patent No. 108290227
Clamping Mechanism for Hydraulic Work Support	Vektek, Inc.	European Union	Appl. No. 16842445 Publ. No. 3344410
Clamping Mechanism for Hydraulic Work Support	Vektek LLC	United States of America	Appl. No. 14/841,883 Patent No. 10,799,992
Clamping Mechanism for Hydraulic Work Support	Vektek, Inc.	United States of America	Appl. No. 17/016,027
Clamping Sleeve	Vektek LLC	United States of America	Appl. No. 12/554,367 Patent No. 8,387,960
In-port sequence valve	Vektek LLC	United States of America	Appl. No. 16/252,983
In-port sequence valve	Vektek LLC	European Union	Appl. No. 19741860

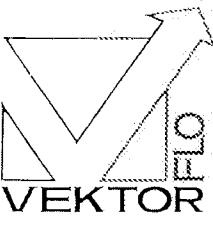
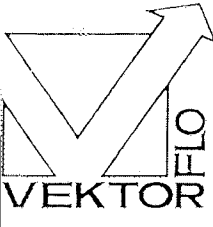




In-Port Sequence Valve	Vektek LLC	WIPO	PCT/US2019/014558
Pallet Pressure Monitor	Vektek, Inc.	WIPO	Appl. No. PCT/US2003/006563
Pallet Pressure Monitor	Vektek, Inc.	Australia	Appl. No. 2003217897
Pallet Pressure Monitor	Vektek, Inc.	European Union	Appl. No. 03713870 Publ. No. 1567303
Pallet Pressure Monitor	Vektek, Inc.	China	Appl. No. 032825499.9 Patent No. 1703301
Pallet Pressure Monitor	Vektek, Inc.	India	Appl. No. 1100/CHENP/2005 Patent No. 230303
Pressure Reducing Valve Assembly	Vektek LLC	United States of America	Appl. No. 09/858,374 Patent No. 6,581,628
Swing Clamp Apparatus With Spring Biased Cam Assembly	Vektek, Inc.	China	Appl. No. 200480042838.1 Patent No. 100503153
Swing Clamp Apparatus With Spring Biased Cam Assembly	Vektek, Inc.	Germany	Appl. No. 04796380 Registration No. EP1735126
Swing Clamp Apparatus With Spring Biased Cam Assembly	Vektek, Inc.	Hong Kong	Appl. No. 07110611.1 Patent No. 1105389
Swing Clamp Apparatus With Spring Biased Cam Assembly	Vektek, Inc.	India	Appl. No. 3387/CHENP/2006 Patent No. 251317
Swing Clamp Apparatus With Spring Biased Cam Assembly	Vektek LLC	United States of America	Appl. No. 10/802,229 Patent No. 6,886,820
Swing Clamp Apparatus With Spring Biased Cam Assembly	Vektek LLC	United State of America	Appl. No. 10/964,289 Patent No. 7,032,897
Swing Clamp Apparatus with Spring Biased Cam Assembly	Vektek, Inc.	WIPO	Appl. No. PCT/US2004/035392
Swing Clamp Apparatus with Spring Biased Cam Assembly	Vektek, Inc.	European Union	Appl. No. 04796380
Swing Clamp Apparatus with Spring Biased Cam Assembly	Vektek, Inc.	Japan	Appl. No. 2007503888


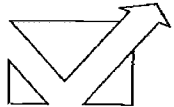
twin lever link clamp with load equalizer	Vektek LLC	United States of America	Appl. No. 63/067,070
Wireless Function Monitor	Vektek LLC	United States of America	Appl. No. 10/829,097 Patent No. 7,126,469
Wireless Function Monitor	Vektek, Inc.	WIPO	Appl. No. PCT/US2005/013680
Wireless Function Monitor	Vektek, Inc.	European Union	Appl. No. 05738561
Wireless Function Monitor	Vektek, Inc.	India	Appl. No. 3870/CHENP/2006
Wireless Function Monitor	Vektek, Inc.	Japan	Appl. No. 2007509645
Wireless Function Monitor	Vektek, Inc.	China	Appl. No. 200580012376.3 Patent No. 100534711

SCHEDULE B

TRADEMARKS

Trademark Registrations and Applications for Registration

TRADEMARK	REGISTRANT	JURISDICTION	SERIAL/APPLICATION NUMBER REGISTRATION NUMBER
VEKTORFLO	Vektek LLC	United States of America	Ser. No. 73/641,125 Reg. No. 1,453,950
	Vektek LLC	United States of America	Ser. No. 73/641,122 Reg. No. 1,453,949
	Vektek, Inc.	Germany	Ser. No. 395016363 Reg. No. DE39501636
	Vektek LLC	India	Ser. No. 1595987 Reg. No. 1595987
	Vektek LLC	United States of America	Ser. No. 73/641,121 Reg. No. 1,454,898
	Vektek LLC	Brazil	Ser. No. 914173898 Reg. No. 914173898
	Vektek, Inc.	Germany	Ser. No. 395016371 Reg. No. DE39501637

	Vektek LLC	India	Ser. No. 1595986 Reg. No. 1595986
	Vektek LLC	United States of America	Ser. No. 73/641,120 Reg. No. 1,454,897