

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEERPATH FUND SERVICES, LLC		05/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ROCHESTER SENSORS, LLC		
Street Address:	11616 HARRY HINES BLVD		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75229		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	75906395	ROUGH RIDER	
Serial Number:	76062516	R	
Serial Number:	76062517	R	
Serial Number:	76143779	TWINSITE	
Serial Number:	76169286	MAGNETEL	
Serial Number:	76275429	R3D	
Serial Number:	76484971	VISIBLE	
Serial Number:	87544878	R3T	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		

CH \$215.00 75906395

DATE SIGNED:	05/09/2023
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Total Attachments: 7

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Termination and Release of Patent and Trademark Security Agreement

This Termination and Release of Patent and Trademark Security Agreement (the “Release”), dated as of May 2, 2023 (the “Effective Date”), is made by and between ROCHESTER SENSORS, LLC (formerly known as ROCHESTER GAUGES, LLC) a Texas limited liability company (the “Debtor”) and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, the “Secured Party”). Debtor and Secured Party are sometimes referred herein as each a “Party” and, collectively, the “Parties.”

WHEREAS, the Debtor and Secured Party, among others, entered into (i) that certain Loan Agreement, dated May 31, 2018 (as amended, restated or modified, the “Loan Agreement”), (ii) that certain Security Agreement dated May 31, 2018 (as amended, restated or modified, the “Security Agreement”), and (iii) that certain Patent and Trademark Security Agreement, dated May 31, 2018 (as amended, restated and modified, the “Patent and Trademark Security Agreement” and collectively with the Loan Agreement and the Security Agreement, the “Agreements”), pursuant to which Debtor granted to Secured Party a security interest in, and lien on, all of the IP Collateral (as defined in the Patent and Trademark Security Agreement).

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 5, 2018, at trademark assignment Reel/Frame 6373/0067.

WHEREAS, as of the Effective Date, Secured Party wishes to fully terminate, discharge and release its lien and security interest in the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, Secured Party hereby represents, warrants, covenants and agrees, for the benefit of Debtor, as follows:

1. **Defined Terms**. Unless otherwise defined herein, capitalized terms defined in the Agreements and used herein have the meaning given to them in the applicable Agreement.

2. **Release of Security Interest**. Secured Party agrees to fully terminate, release and discharge, and hereby does fully terminate, release, and discharge, its lien and security interest in all of Debtor’s past, present and future right, title and interest in and to all IP Collateral, including (without limitation) the following (collectively referred to herein as the “Released Collateral”):

a. all of Debtor’s patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on Schedule 1, attached hereto;

b. all of Debtor’s trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on Schedule 1, attached hereto, and all goodwill associated therewith or symbolized thereby

c. all reissues, continuations, continuations-part, or extensions of the foregoing; and

d. all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

3. Further Assurances. Secured Party hereby authorizes Debtor to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Released Collateral, and/or (iii) otherwise record or file this Release in the applicable foreign or domestic governmental office or agency. Secured Party hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Debtor's expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

4. Counterparts. This Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Release.

5. Successors and Assigns. This Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Severability. Each provision of this Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Release shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Release to be duly executed by their authorized representatives as of the Effective Date.

DEBTOR:

ROCHESTER SENSORS, LLC (formerly known as ROCHESTER GAUGES, LLC)

By: 

Name: Warren Matthew Farrell

Title: Authorized Person

SECURED PARTY:

DEERPATH FUND SERVICES, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have caused this Release to be duly executed by their authorized representatives as of the Effective Date.

DEBTOR:

ROCHESTER SENSORS, LLC (formerly known as ROCHESTER GAUGES, LLC)

By: _____

Name: _____

Title: _____

SECURED PARTY:

DEERPATH FUND SERVICES, LLC

By: Anish Bahl _____

Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

Patents

US Patents


Loan Party	Patent App. No.	Patent No.	Patent Title	Status
Rochester Gauges, LLC	13/053,637	8,590,375	Self-calibrating capacitive liquid level sensor assembly and method	2 nd maintenance fee due 5/26/2021
Rochester Gauges, LLC	12/696,827	8,047,223	Gauge assembly having a stop fill device	8 th year maintenance fee due between 11/1/2018 and 5/1/2019
Rochester Gauges, LLC	11/840,913	7,921,873	Service valve assembly having a stop fill device and a liquid level indicating dial	8 th year maintenance fee due between 4/12/2018 and 10/12/2018
Rochester Gauges, LLC	11/840,915	7,726,334	Service valve assembly having a stop fill device and remote liquid level indicator	8 th year maintenance fee due no later than 6/1/2018 (last date to file)
Rochester Gauges, LLC	11/931,807	7,690,323	Gauge head assembly with non-magnetic insert	8 th year maintenance fee due no later than 4/6/2018 (not renewed per Company)
Rochester Gauges, LLC	11/932,587	7,654,281	Gauge Assembly having a stop fill device	8 th year maintenance fee due between 2/2/2021 and 8/2/2021
Rochester Gauges, LLC	D/257,183	D583,693	Dial assembly for a gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	11/084,574	7,219,546	Gear and drive shaft assembly for a float gauge	12 th year maintenance fee due between 5/23/2018 and 11/23/2018
Rochester Gauges, LLC	D/231,524	D539,685	Dial assembly design	No maintenance fees due on design patent
Rochester Gauges, LLC	D/231,525	D538,693	Gauge dial housing	No maintenance fees due on design patent
Rochester Gauges, LLC	D/231,523	D535,901	Float arm	No maintenance fees due on design patent
Rochester Gauges, LLC	10/337,810	6,679,116	Liquid level gauge with removable Hall device	12 th year maintenance fees paid on 7/24/2015
Rochester Gauges, LLC	09/758,857	6,564,632	Liquid level gauge with removable hall device	12 th year maintenance fees paid on 11/20/2014
Rochester Gauges, LLC	09/795,233	6,523,406	Gear assembly with alignment feature	12 th year maintenance fees paid on 8/14/2014
Rochester Gauges, LLC	09/566,593	6,253,699	Liquid level gauge with hinged float arm	12 th year maintenance fees paid on 6/12/2012
Rochester Gauges, LLC	09/141,504	6,216,534	Liquid level gauge with hinged float arm	12 th year maintenance fees paid on 10/12/2012
Rochester Gauges, LLC	09/369,126	6,170,328	Lever gauge with hinged arms	12 th year maintenance fees paid on 7/12/2012

Rochester Gauges, LLC	62/631,488	n/a	GWE probe with boomerang pulse	Provisional application expires on 2/15/2019
Rochester Gauges, LLC	29/633,037	n/a	Lens cover for liquid level gauge	Awaiting first office action
Rochester Gauges, LLC	29/633,034	n/a	Sensor module for liquid level gauge	Awaiting first office action
Rochester Gauges, LLC	62/586,160	n/a	Low-cost transducer using time domain reflectometry	Provisional application expires on 11/14/2018
Rochester Gauges, LLC	15/492,862	n/a	Magnetel with electronic display & wireless communications	Pending
Rochester Gauges, LLC	15/490,881	9,958,312	Liquid level gauge for pressurized tanks	
Rochester Gauges, LLC	15/421,773	n/a	Electronic Assembly with integral damping (for reed gauge)	Awaiting first office action
Rochester Gauges, LLC	14/938,925	n/a	Soldered head construction for liquid level transducers	Awaiting second office action
Rochester Gauges, LLC	29/380,010	D662,000	Liquid level gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	29/387,969	D662,001	Liquid level gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	29/411,183	D668,572	Liquid level gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	29/534,674	D750,507	Remote ready temperature gauge	No maintenance fees due on design patent
Rochester Gauges, LLC	13/625,655	8,567,244	Reed array (isolated sensors) CHIP	2 nd maintenance fee due 4/29/2021
Rochester Gauges, LLC	12/886,381	8,604,914	Forklift IR gauge	2 nd maintenance fee due 6/10/2021
Rochester Gauges, LLC	13/477,174	9,068,877	Float arm -- adjustable counterbalance	1 st maintenance fee due 12/30/2018
Rochester Gauges, LLC	13/352,320	9,116,030	Reed array (isolated sensors)	1 st maintenance fee due 2/25/2019
Rochester Gauges, LLC	14/482,573	9,151,657	Rail car liquid level gauge	1 st maintenance fee due 4/06/2019
Rochester Gauges, LLC	14/677,914	9,297,666	Liquid level transducer with insertable quality sensor module	1 st maintenance fee due 9/29/2019
Rochester Gauges, LLC	13/477,176	9,304,027	Magnetel angled dial head	1 st maintenance fee due 10/5/2019
Rochester Gauges, LLC	14/614,397	9,464,929	Liquid level transducer with pivoting and linear motion	1 st maintenance fee due 4/11/2020
Rochester Gauges, LLC	14/605,659	9,683,874	Modular tube in head construction	1 st maintenance fee due 12/20/2020
Rochester Gauges, LLC	15/934,049	N/A	RJD Extension with Keyed Insert & Lens Cover	Pending

Foreign Patents

Loan Party	Patent App. No.	Patent No.	Patent Title	Status/Country
Rochester Gauges, LLC	WO2010US43234	N/A	Adaptor assembly and system for pressurized containers	World Organization

**Registered Trademarks, Material Unregistered Trademarks, and
Applications for Registration of Trademarks**

<u>Mark</u>	<u>Loan Party</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
R3T	Rochester Gauges, LLC	87544878	5406948	2/20/2018	US
VISIBLE	Rochester Gauges, LLC	76484971	2790932	12/9/2003	US
R3D	Rochester Gauges, LLC	76275429	2599394	7/23/2002	US
MAGNETEL	Rochester Gauges, LLC	76169286	2546710	3/12/2002	US
TWINSITE	Rochester Gauges, LLC	76143779	2549524	3/19/2002	US
	Rochester Gauges, LLC	76062517	2524490	1/1/2002	US
R	Rochester Gauges, LLC	76062516	2566693	5/7/2002	US
ROUGH RIDER	Rochester Gauges, LLC	75906395	2454988	5/29/2001	US
RG logo	Rochester Gauges, LLC	0432884	671993	9/27/2000	MX
R logo	Rochester Gauges, LLC	0432885	735854	2/28/2002	MX
ROUGH RIDER	Rochester Gauges, LLC	0431298	665266	7/26/2000	MX
MAGNETEL	Rochester Gauges, LLC	0503115	126726	12/14/1965	MX
ROCHESTER	Rochester Gauges, LLC	0125862	127328	2/1/1966	MX