

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/13/2021	Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Adaptas Solutions, LLC		
Street Address:	7 Third Street		
City:	Palmer		
State/Country:	MASSACHUSETTS		
Postal Code:	01069		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Adaptas Acquisition Co.		
Street Address:	7 Third Street		
City:	Palmer		
State/Country:	MASSACHUSETTS		
Postal Code:	01069		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3313221	SIMION	
Registration Number:	4038733	SISALLOY	
Registration Number:	3105651	AUTODESORB	
Registration Number:	3094812	MASS SPEC SOURCE	
Registration Number:	3190741	SCIENTIFIC INSTRUMENT SERVICES	
Registration Number:	2763804		
Registration Number:	2584604	SHORT PATH	
Registration Number:	2415426	SISWEB	
Registration Number:	2430975	SIS	
Registration Number:	2114612	MICRO CRYO-TRAP	
CORRESPONDENCE DATA			
Fax Number:	3129130002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3129130001
Email: shenouda@mbhb.com,jacobazzi@mbhb.com
Correspondent Name: mcdonnell boehnen hulbert & Berghoff llp
Address Line 1: 300 s. wacker drive
Address Line 2: suite 3100
Address Line 4: chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Amir Shenouda
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SIGNATURE:	/Amir Shenouda/
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DATE SIGNED:	07/06/2023
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Total Attachments: 10

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Termination") dated as of June [●], 2023, is made by Adaptas Solutions, LLC, a Delaware limited liability company, f/k/a Detector Technology, LLC and f/k/a Scientific Instrument Services, LLC ("Adaptas"), and Adaptas Acquisition Co., a Delaware corporation, f/k/a DeTech Intermediate Holdings Co. (collectively, "Borrowers").

WHEREAS, in connection with that certain Loan and Security Agreement dated as of January 2, 2018 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and among Borrowers and Silicon Valley Bank ("Bank"), the Borrowers granted to the Bank a security interest in and to certain collateral;

WHEREAS, pursuant to the Loan Agreement, Borrowers executed and delivered that certain Intellectual Property Security Agreement, dated as of January 2, 2018 (the "2018 Intellectual Property Security Agreement"), for recordal with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, the 2018 Intellectual Property Security Agreement was recorded in the Patent Assignment Division of the USPTO on January 2, 2018 at Reel/Frame 044516/0584;

WHEREAS, pursuant to the Loan Agreement, Borrowers executed and delivered that certain Intellectual Property Security Agreement, dated as of May 15, 2020 (the "May 2020 Intellectual Property Security Agreement"), for recordal with the USPTO;

WHEREAS, the May 2020 Intellectual Property Security Agreement was recorded in the Patent Assignment Division of the USPTO on May 15, 2020 at Reel/Frame 052676/0004; and

WHEREAS, pursuant to the Loan Agreement, Borrowers executed and delivered that certain Intellectual Property Security Agreement, dated as of November 30, 2020 (the "November 2020 Intellectual Property Security Agreement"), for recordal with the USPTO;

WHEREAS, the November 2020 Intellectual Property Security Agreement was recorded in the Patent Assignment Division of the USPTO on December 1, 2020 at Reel/Frame 054500/0185; and

WHEREAS, pursuant to a Pay-Off Letter dated December 13, 2021 delivered by the Bank to the Borrowers (the "Payoff Letter", attached as Exhibit A), the Bank has terminated and released all of its liens on, and security interests in, the collateral granted under the 2018 Intellectual Property Security Agreement and the 2020 Intellectual Property Security Agreement, including, without limitation, the Copyrights, Patents and Trademarks as set forth on Schedules A, B, and C attached hereto.

NOW, THEREFORE, upon the terms set forth in this Termination, and based upon the authority granted to them under the Payoff Letter, the Borrowers hereby state as follows:

1. Release of Security Interest. The Borrowers hereby confirm that the security interest in the Intellectual Property, including all applications and registrations set forth on Schedules A, B and C attached hereto, have been and are terminated, released, and discharged.

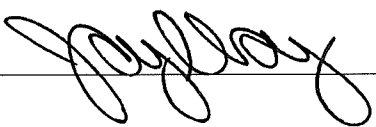
2. Counterparts; Filing. This Termination may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. This Termination, or a copy thereof, may be filed for recordal with the USPTO and with any other U.S. federal, state, local, non-U.S., or other governmental authority for the purpose of evidencing in the records of such governmental authority the release and termination described herein.

[Signature Page Follows]

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

BORROWERS:

Adaptas Solutions, LLC

By: 
Name: _____
Title: _____

Adaptas Acquisition Co.


By: 
Name: _____
Title: _____

EXHIBIT A

Execution Version



December 13, 2021

Adaptas Solutions, LLC
 7 Third Street
 Palmer, MA 01069

Re: Pay-Off Letter

Dear Geoffrey Teillon:

We refer to the Loan and Security Agreement dated as of **January 2, 2018** (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and among **Adaptas Solutions, LLC**, a Delaware limited liability company, f/k/a Detector Technology, LLC and f/k/a Scientific Instrument Services, LLC ("Adaptas"), **Adaptas Acquisition Co.**, a Delaware corporation, f/k/a DeTech Intermediate Holdings Co. ("Holdings" and together with Adaptas each a "Borrower" and collectively, the "Borrowers") and **Silicon Valley Bank** ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

The Borrowers have advised Bank that they intend to repay all amounts due and owing under the Loan Agreement and have requested that Bank provide the Borrowers with appropriate pay-off amounts for the principal, interest, and other amounts owing by the Borrowers to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of **December 13, 2021** (the "Computation Date") under the Loan Documents are as follows (collectively, together with any Per Diem Amount (as defined below) but excluding the Continuing Obligations (as defined below), the "Pay-Off Amount"):

Principal	████████████████████
Interest	████████████████████
LIBOR Breakage Fee	████████████████████
Unused Line Fee	████████████████████
Statement Fee	████████████████████
Legal Fees (Sidley)	████████████████████
Legal Fees (Johnson Winter & Slattery)	████████████████████
Total Amount Owing	████████████████████

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is ██████████ per day and the per diem accrual of the unused line fee is ██████ per day after the Computation Date (collectively, the "Per Diem Amount"). Upon request of the Borrowers, Bank shall provide the Borrowers with a revised figure for the amount of interest and unused line fees to be paid as a part of the Pay-Off Amount.

This letter confirms that the Borrowers have waived the right to seek any additional credit extensions under the Loan Documents, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of the Borrowers.

The Pay-Off Amount (other than the Legal Fees) should be wire-transferred to Bank as follows:

Silicon Valley Bank
Account Name: [REDACTED]
ABA Routing No. [REDACTED]
Account No. [REDACTED]
Reference: Loan Payoff

The Legal Fees (Sidley) should be wire-transferred to Bank's counsel as follows:

Sidley Austin LLP
JP Morgan Chase Bank, NA
Account Number: [REDACTED]
ABA Number: [REDACTED]
Reference: [REDACTED]

The Legal Fees ((Johnson Winter & Slattery)) should be wire-transferred to Bank's Australian counsel as follows:

Johnson Winter & Slattery
ANZ Bank
BSB: [REDACTED]
Account No: [REDACTED]
Swift Code: [REDACTED]
Bank Address: [REDACTED]
Account Ref: [REDACTED]
Bill No.: [REDACTED]

Effective immediately upon (a) Bank's receipt of payment in full in cash of the Pay-Off Amount (net of Legal Fees) and (b) Federal Reference Numbers, or other identification codes, confirming initiation of the wire transfer of the Legal Fees (the date of Bank's receipt of the Pay-Off Amount (net of Legal Fees) and Federal Reference Numbers for the wire transfer of the Legal Fees being the "Pay-Off Date"), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement (other than Continuing Obligations) and any other related loan and collateral security documents that may have been issued by the Credit Parties to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to the Borrowers or any other person under the Loan Agreement shall be terminated; (iii) all security interests, pledges, assignments and other liens or encumbrances of every type at any time granted to or held by Bank as security for the Obligations shall be irrevocably and automatically terminated and released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released and terminated without further action by Bank; and (v) all other obligations of the Credit Parties under the Loan Documents shall be automatically terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including, without limitation, the Credit Parties' indemnity obligations set forth in the Loan Agreement (collectively, the "Continuing Obligations"), shall continue to survive notwithstanding this termination on an unsecured basis.

Bank authorizes the Borrowers, or any other party on behalf of the Borrowers, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements, intellectual property releases and/or any other terminations, releases or other documents necessary to evidence the release of Bank's security interests in any of the Borrowers' or other Credit Party's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if reasonably required by the Borrowers or any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements, landlord waivers (if any) or other notices terminating Bank's security interest

arising under the Loan Documents, and (ii) if applicable, return any pledged stock certificates, stock powers, other instruments, and any other possessory collateral in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by the Borrowers on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to the Borrowers, from time to time, all further releases not specified above, certificates, instruments, and take any other actions as may be reasonably requested by the Borrowers or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of the Borrowers (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by each Borrower by its due execution in the space provided below.

[Signature Page Follows]

Very truly yours,

SILICON VALLEY BANK

DocuSigned by:

Peter Freyer

By: FAB30BEFDF9B475...

Name: Peter Freyer

Title: Managing Director

Acknowledged by:

ADAPTAS ACQUISITION CO.

DocuSigned by:

Jay Ray

By: 54285D7499774B8...

Name: Jay Ray

Title: President and Chief Executive Officer

ADAPTAS SOLUTIONS, LLC

By: DETECH ACQUISITION CO.

Its: Manager

Jay Ray

By: 54285D7499774B8...

Name: Jay Ray

Title: President

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____

SCHEDULE A

Copyrights

<i>Copyright Title</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
THE MASS SPEC HANDBOOK OF SERVICE : V. I	Scientific Instrument Services, LLC	TX0001150057	07/11/1983
WINTER 1989-1990 PRESENTATION PRODUCTS CATALOG	Scientific Instrument Services, LLC	TX0002723544	10/13/1989
THE MASS SPEC HANDBOOK OF SERVICE : VOL. 2	Scientific Instrument Services, LLC	TX0003919246	04/28/1994
SIMION SL TOOLKIT : VERSION 1.2.0.1	Scientific Instrument Services, LLC	TX0006060629	09/07/2004
SIMION 8.0.	Scientific Instrument Services, LLC	TX0006607662	02/05/2007

SCHEDULE B

Patents

<i>Title</i>	<i>Country</i>	<i>App. No./ Filing Date</i>	<i>Patent No./ Issue Date</i>	<i>Owner</i>
EMISSION FILAMENTS MADE FROM A RHENIUM ALLOY AND METHOD OF MANUFACTURING THEREOF	U.S.	12/661,786 03/24/2010	8,134,290 03/13/2012	Scientific Instrument Services, LLC
METHOD OF MANUFACTURING RHENIUM ALLOY EMISSION FILAMENTS	U.S.	13/199,136 08/19/2011	8,226,449 07/24/2012	Scientific Instrument Services, LLC


Patents

<i>Title</i>	<i>Country</i>	<i>App. No./ Filing Date</i>	<i>Patent No./ Issue Date</i>	<i>Owner</i>
MULTI-MODE INJECTION VALVE	US	13/587,659 Aug. 16, 2012	8,960,231 Feb. 24, 2015	Adaptas Solutions, LLC
FLUIDIC PROCESSOR AND METHOD OF USE	US	13/233,495 Sep. 15, 2011	9,027,929 May 12, 2015	Adaptas Solutions, LLC

<i>Title</i>	<i>Country</i>	<i>App. No./ Filing Date</i>	<i>Patent No./ Issue Date</i>	<i>Owner</i>
Discrete Dynode Electron Multiplier Fabrication Method	U.S.	15/172767	10026583 7/17/18	DeTech Intermediate Holdings Co.
Discrete Dynode Electron Multiplier Fabrication Method	U.S.	15/982139	10170268 1/1/19	DeTech Intermediate Holdings Co.
Optocoupler for the Control of High Voltage	U.S.	15/660008	10128400 11/13/18	DeTech Intermediate Holdings Co.
Optocoupler for the Control of High Voltage	U.S.	16/137760	10340410 7/2/19	DeTech Intermediate Holdings Co.

SCHEDULE C

Trademarks

<i>Trademark</i>	<i>App. No./ Filing Date</i>	<i>Reg. No./ Reg. Date</i>	<i>Owner</i>
SIMION	76/664,432 08/10/2006	3,313,221 10/16/2007	Scientific Instrument Services, LLC
SISALLOY	76/697,080 04/23/2009	4,038,733 10/11/2011	Scientific Instrument Services, LLC
AUTODESORB	76/620,989 11/18/2004	3,105,651 06/20/2006	Scientific Instrument Services, LLC
MASS SPEC SOURCE	76/640,225 06/06/2005	3,094,812 05/23/2006	Scientific Instrument Services, LLC
SCIENTIFIC INSTRUMENT SERVICES	76/653,179 01/04/2006	3,190,741 01/02/2007	Scientific Instrument Services, LLC
	76/434,067 07/25/2002	2,763,804 09/16/2003	Scientific Instrument Services, LLC
SHORT PATH	76/113,154 08/21/2000	2,584,604 06/25/2002	Scientific Instrument Services, LLC
SISWEB	75/768,533 08/05/1999	2,415,426 12/26/2000	Scientific Instrument Services, LLC
SIS	75/768,513 08/05/1999	2,430,975 02/27/2001	Scientific Instrument Services, LLC
MICRO CRYO-TRAP	75/026,415 11/29/1995	2,114,612 11/18/1997	Scientific Instrument Services, LLC