# OP \$40.00 86754276

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM829648

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Texas Capital Bank	FORMERLY Texas Capital Bank, National Association	06/30/2022	State Banking Association: TEXAS	

#### **RECEIVING PARTY DATA**

Name:	American Innovations, LTD.		
Street Address:	12211 Technology Blvd.		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Limited Partnership: TEXAS		
Name:	Bass Corrosion Services, Inc.		
Street Address:	3200 Brent Road		
City:	Longview		
State/Country:	TEXAS		
Postal Code:	75604		
Entity Type:	Corporation: TEXAS		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86754276	

#### CORRESPONDENCE DATA

**Fax Number:** 5124578008

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:** 512-457-8000

**Email:** ssterling@dbcllp.com

Correspondent Name: DuBois, Bryant & Campbell, LLP

Address Line 1: 303 Colorado Street

Address Line 2: Suite 2300

Address Line 4: Austin, TEXAS 78701

**ATTORNEY DOCKET NUMBER:** 762-126

NAME OF SUBMITTER: Stephanie R. Sterling

TRADEMARK REEL: 008157 FRAME: 0092

SIGNATURE:	/Stephanie R. Sterling/
DATE SIGNED:	08/04/2023

### **Total Attachments: 4**

source=2023 07 31 American Innovations Security and Trademark Release SIGNED v2#page1.tif source=2023 07 31 American Innovations Security and Trademark Release SIGNED v2#page2.tif source=2023 07 31 American Innovations Security and Trademark Release SIGNED v2#page3.tif source=2023 07 31 American Innovations Security and Trademark Release SIGNED v2#page4.tif

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# NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS

This NOTICE OF PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, PATENTS AND COPYRIGHTS, dated as of July \_\_\_, 2023 and effective as of June 30, 2022 (this "Release"), is made by TEXAS CAPITAL BANK, a Texas state bank, formerly known as TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"), on behalf of itself and its Affiliates ("Secured Party"), to provide notice of release of the security interest held by Secured Party in certain intellectual property held by AMERICAN INNOVATIONS, LTD., a Texas limited partnership, and BASS CORROSION SERVICES, INC., a Texas corporation (individually and collectively, "Grantor").

**WHEREAS,** pursuant to that certain Security Agreement dated as of July 25, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among, among other parties, Grantor and Lender, Grantor granted to Secured Party a continuing security interest in, a Lien upon, and a right of set off against, and assigned as security, all personal property of Grantor, including the Trademarks, Patents and Copyrights of Grantor as described in Schedule A attached hereto (collectively, the "Released Intellectual Property");

**WHEREAS**, the Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on July 26, 2017, at Reel 6115, Frame 0001 as to the Trademarks and Reel 43350, Frame 0227 as to the Patents, and was recorded at the U.S. Copyright Office (the "<u>Copyright Office</u>") as to the Copyrights; and

**WHEREAS,** Secured Party has agreed to execute this Release for purposes of filing the same with the USPTO and the U.S. Copyright Office to verify, confirm and evidence the termination, discharge and release of the security interest in the Released Intellectual Property, granted by Grantor pursuant to the Security Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender, on behalf of the Secured Party, and Grantor agree as follows:

**SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

## **SECTION 2**. Termination and Release. Lender, on behalf of the Secured Party, hereby:

(a) releases from the Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under, the Released Intellectual Property, but as to no other property or interests covered thereby or as to any other party thereto;

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- (b) terminates, cancels, forever discharges, and releases the mortgage, pledge, hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Released Intellectual Property, but as to no other property or interests covered thereby or as to any other party thereto;
  - (c) confirms that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO and the U.S. Copyright Office at Grantor's expense.
- SECTION 3. <u>Public Notice</u>. This Release constitutes public notice of the termination, discharge and release of Secured Party's security interest in and lien on Grantor's right, title and interest in, to and under the Released Intellectual Property. This Release constitutes a partial termination and release only and does not release or impair any other liens held by the undersigned on any other property that is collateral for the indebtedness to Lender described in the Security Agreement of any party other than Grantor except as expressly described herein.
- **SECTION 4**. <u>Filing</u>. Secured Party hereby requests that the USPTO and the U.S. Copyright Office file and record the same together with the attached schedules.
- **SECTION 5**. <u>Further Assurances</u>. Lender, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Released Intellectual Property, Lender will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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**IN WITNESS WHEREOF**, Lender, on behalf of the Secured Party, has caused this Release to be duly executed as of the date first set forth above.

Lender:

By:

TEXAS CAPITAL BANK, a Texas state bank

DocuSigned by:

July 31, 2023 | 10:01 AM CDT

Name: Rafa Valiente

Title: Managing Director, Middle Market Team Lead

Signature Page 1 of 1

# Schedule A Released Intellectual Property

U.S. Trademarks Subject to Security Interest
Granted by American Innovations, Ltd., a Texas limited partnership,
in Favor of Texas Capital Bank,
Recorded July 26, 2017 in United States Patent and Trademark Office at Real 61

Recorded July 26, 2017 in United States Patent and Trademark Office at Reel 6115, Frame 0001

Registered Trademarks				
Country	Trademark	Serial No.	Filing Date	
USA	<u> </u>	86754276	09/11/2015	

U.S. Patents Subject to Security Interest
Granted by Bass Corrosion Services, Inc., a Texas corporation,
in Favor of Texas Capital Bank,
Recorded July 25, 2017 in United States Patent and Trademark Office at Reel 43350,
Frame 0227

Pending Patent Applications				
Country	Application No.	Filing Date	Inventor(s)	Title
USA	14/319045	06/30/2014	Brelsford, Randall Clay Groody, Jordan Smalling, Richard J.	MULTIPLE COUPON APPARATUS FOR CATHODIC PROTECTION TESTING

U.S. Copyrights Subject to Security Interest
Granted by American Innovations, Ltd., a Texas limited partnership,
in Favor of Texas Capital Bank
Submitted for recordation in Copyright Office on July 26, 2017 and recorded in
V9949D559 (P1-46) on August 4, 2017

Registered Copyrights/Mask Works					
Country	Registration No.	Registration Date	Author(s)	Title	
USA	TXu001192802	08/31/04	American Innovations	Integrity Management Program	
USA	TXu001166206	08/13/04	American Innovations	Facilities Management Program	
USA	TXu002088770	06/06/18	American Innovations	RIPL	

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RECORDED: 08/04/2023