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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM835791

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		08/30/2023	Bank: GERMANY

### **RECEIVING PARTY DATA**

Name:	DMT SOLUTIONS GLOBAL CORPORATION
Street Address:	37 EXECUTIVE DRIVE
City:	DANBURY
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2583054	CRITERION
Registration Number:	3046489	MMT SABRE
Registration Number:	2671377	FLEXISORT
Registration Number:	2748175	JETSTAR
Registration Number:	3667500	NETSORT
Registration Number:	3819256	CRITERION APEX
Registration Number:	2770371	PUREVISION
Serial Number:	88044784	FLUENCE
Serial Number:	88044861	FLUENCE AUTOMATION

#### **CORRESPONDENCE DATA**

Fax Number:

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: 3128622200

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

TRADEMARK
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ATTORNEY DOCKET NUMBER:	26365-24		
NAME OF SUBMITTER:	NOREEN GOSSELIN		
SIGNATURE:	/NOREEN GOSSELIN/		
<b>DATE SIGNED:</b> 08/30/2023			
Total Attachments: 4			
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TRADEMARK
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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 30, 2023 (the "Effective Date"), is made by DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent"), in favor DMT SOLUTIONS GLOBAL CORPORATION, a Delaware corporation (the "Grantor") (as successor-by-merger to FLUENCE AUTOMATION LLC, a Delaware limited liability company).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of July 2, 2018, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of December 16, 2021 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 16, 2021 at Reel/Frame 007532/0706;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its collateral pledge, grant, assignment, lien, and security interest in and to the following Collateral, arising under the Security Agreement and the Trademark Security Agreement.:
  - a. Marks listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);
  - b. All goodwill associated with such Marks; and
  - c. All proceeds of any and all of the foregoing.

If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

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- 4. <u>Further Assurances</u>. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

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# **DEUTSCHE BANK AG NEW YORK BRANCH**, as Collateral Agent

By:\_\_\_

Philip Tancorra Director

Name: philip.tancorra@db.com 212-250-6576

Title:

Lauren Danbury By:

Name: Lauren Danbury Vice President

Title:

## **SCHEDULE I**

#### to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

# **Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Fluence Automation LLC	2,583,054	CRITERION
Fluence Automation LLC	3,819,256	CRITERION APEX
Fluence Automation LLC	2,671,377	FLEXISORT
Fluence Automation LLC	2,748,175	JETS TAR
Fluence Automation LLC	3,046,489	MMT SABRE
Fluence Automation LLC	3,667,500	NETS ORT
Fluence Automation LLC	2,770,371	PUREVISION

# **Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
Fluence Automation LLC	88/044,784	FLUENCE
Fluence Automation LLC	88/044,861	FLUENCE AUTOMATION

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**RECORDED: 08/30/2023**