

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522467

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prides Crossing Capital Funding, L.P.		04/26/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Azima, Inc.		
<b>Street Address:</b>	300 TradeCenter, Suite 4610		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Azima Holdings, Inc.		
<b>Street Address:</b>	300 TradeCenter, Suite 4610		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Azima Services, Inc.		
<b>Street Address:</b>	300 TradeCenter, Suite 4610		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	DLI Engineering Corporation		
<b>Street Address:</b>	300 TradeCenter, Suite 4610		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	AzimaDLI, LLC		
<b>Street Address:</b>	300 TradeCenter, Suite 4610		
<b>City:</b>	Woburn		

CH \$115.00 77359986

<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01801
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77359986	ADVANTAGE
<b>Serial Number:</b>	77359982	AUTOWALK
<b>Serial Number:</b>	75016139	DLI WATCHMAN
<b>Serial Number:</b>	75137443	PDM EXPRESS

**CORRESPONDENCE DATA**

**Fax Number:** 3142592020

*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:** 3142592000

**Email:** susan.murphy@bcplaw.com

**Correspondent Name:** BRYAN CAVE LEIGHTON PAISNER LLP

**Address Line 1:** 211 North Broadway, Suite 3600

**Address Line 4:** St Louis, MISSOURI 63102

**ATTORNEY DOCKET NUMBER:** 1089364.7

**NAME OF SUBMITTER:** Jason Beckham

**SIGNATURE:** /Jason Beckham/

**DATE SIGNED:** 05/07/2019

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS, dated as of April 30, 2019 (this "Release"), is made by Prides Crossing Capital Funding, L.P. (the "Lender") in favor of Azima Holdings, Inc., Azima, Inc., Azima Services, Inc., DLI Engineering Corporation, and AzimaDLI, LLC (jointly and severally, the "Debtor").

**WHEREAS**, the Debtor and the Lender are parties to that certain Note Purchase Agreement, dated as of April 18, 2014 (as amended and in effect on the date hereof, the "Note Purchase Agreement"); and

WHEREAS, in connection with the Note Purchase Agreement, the Debtor and the Lender entered into (i) that certain All Asset Security Agreement, dated as of April 18, 2014 (the "Security Agreement"), and (ii) that certain Intellectual Property Security Agreement, dated as of April 18, 2014 (the "Intellectual Property Security Agreement"), and pursuant to the Security Agreement and the Intellectual Property Security Agreement, the Debtor granted to the Lender a lien and security interest upon all right, title and interest of in, to and under all now owned and hereafter acquired right, title and interest in and to the Debtor's Patents, Trademarks and Copyrights (each as defined in the Intellectual Property Security Agreement) to secure the payment of all obligations owing by the Debtor under the Note Purchase Agreement; and

**WHEREAS**, the Patents assigned pursuant to the Intellectual Property Security Agreement were recorded with the United States Patent and Trademark Office on April 23, 2014, at Reel 032740, Frame 0922; and

**WHEREAS**, the Trademarks assigned pursuant to the Intellectual Property Security Agreement were recorded with the United States Patent and Trademark Office on April 23, 2014, at Reel 5267, Frame 0014; and

**WHEREAS**, pursuant to that certain letter dated the date hereof by the Lender to the Debtor, (a) the obligations under the Note Purchase Agreement have been paid in full, (b) the Debtor's obligations under the Note Purchase Agreement, the Security Agreement and the Intellectual Property Security Agreement have terminated, and (c) all liens and security interests securing the Debtor's obligations were fully released without further action.

**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, the Lender agrees as follows:

**SECTION 1. Defined Terms.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement or the Intellectual Property Security Agreement, as applicable.

**SECTION 2. Termination and Release.** The Lender hereby:

(a) terminates the Security Agreement, the Intellectual Property Security Agreement and any other agreement under which the Debtor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Patents and Trademark listed on **Schedule A** and **Schedule B** attached hereto;

(b) cancels, discharges, and releases its lien on and security interest in and to the right, title, and interest in, to, and under the Patents and Trademarks listed on **Schedule A** and **Schedule B** attached hereto;

(c) to the extent the Lender retains any interest in the Patents and Trademarks, it hereby assigns to the Debtor, all right, title and interest the Lender may have, if any, in the aforesaid Patents and Trademarks; and

(d) authorizes the recordation of this Release with the United States Patent and Trademark Office.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release of Security Interest in Patents and Trademarks to be duly executed as of the date first set forth above.

LENDER:

PRIDES CROSSING CAPITAL FUNDING, L.P.,  
a Delaware limited partnership

By: Prides Crossing Capital GP, LLC,  
its General Partner

By:   
Name: Robert Sherrill  
Title: Manager

**Schedule A**

**Trademarks**

Description	Serial/Registration No.	Filing/ Registration Date
ADVANTAGE	77/359,986	12/27/2007
	3,480,101	8/5/2008
AUTOWALK	77/359,982	12/27/2007
	3,480,100	8/5/2008
DLI WATCHMAN (Stylized)	75/016,139	11/6/1995
	2,052,133	4/15/1997
PDM EXPRESS (Stylized)	75/137,443	7/22/1996
	2,147,095	3/31/1998

**Schedule B**

**Patents**

<b>Title</b>	<b>Serial/Patent No.</b>	<b>Application/ Issue Date</b>
Machine Vibration Baseline Synthesizer	12/44519 8,370,109	5/18/2009 2/5/2013
Diagnostic Vibration Data Collector and Analyzer	09/311828 6,484,109	5/13/1999 11/19/2002
Portable Vibration Monitoring Device	09/083077 6,257,066	5/21/1998 7/10/2001
Diagnostic Network with Automated Proactive Local Experts	09/477959 6,298,308	1/5/2000 10/2/2001