

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Collateral Agent		08/11/2022	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Axsun Technologies, Inc.		
Street Address:	200 West Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78544645	INTEGRASPEC	
Serial Number:	75980440	AXSUN	
Serial Number:	76149773	A	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0215		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	08/12/2022		
Total Attachments: 10			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY dated as of August 11, 2022 (this “Release”), is made by ROYAL BANK OF CANADA, as collateral agent (the “Collateral Agent”) in favor of AXSUN TECHNOLOGIES, INC., a Delaware corporation (the “Grantor”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Intellectual Property Security Agreement (as defined below).

WHEREAS, Grantor, the Collateral Agent and certain other parties entered into a Second Lien Security Agreement, dated as of December 1, 2017 (as may have been amended, restated, or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor executed and delivered that certain Second Lien Intellectual Property Security Agreement dated as of January 2, 2019, in favor of the Collateral Agent (the “Intellectual Property Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on January 2, 2019 at Reel/Frame 048000/0711 (with respect to Patents) and at Reel/Frame 6515/0254 (with respect to Trademarks);

WHEREAS, pursuant to the Security Agreement and the Intellectual Property Security Agreement, the Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of Grantor’s right, title and interest in and to the Additional Collateral, including the Patents set forth on Schedule A attached hereto and the Trademarks set forth on Schedule B attached hereto;

WHEREAS, the conditions requisite for the release of the Security Interest in the Additional Collateral have been met, and accordingly, the Grantor has requested that the Collateral Agent now terminate and release its Security Interest in the Additional Collateral.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent hereby (i) terminates the Intellectual Property Security Agreement, (ii) terminates, cancels and releases the Security Interest and all right, title, and interest in and to the Additional Collateral, and (iii) re-assigns to the Grantor any right, title or interest the Collateral Agent may have in the Additional Collateral, in each case without recourse to the Collateral Agent and without representation or warranty of any kind.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Additional Collateral) is hereby authorized to record this Release with the USPTO.

Signature page follows

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

ROYAL BANK OF CANADA,
as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

[Signature Page to Release of Second Lien Security Interest in Intellectual Property]

TRADEMARK
REEL: 007821 FRAME: 0951

SCHEDULE A

PATENTS

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	09/648,348	25-Aug-2000	6,625,372	23-Sep-2003
Axsun Technologies, Inc.	09/648349	25-Aug-2000	6,416,937	9-Jul-2002
Axsun Technologies, Inc.	09/648148	25-Aug-2000	6,559,464	6-May-2003
Axsun Technologies, Inc.	10/824855	15-Apr-2004	7,003,211	21-Feb-2006
Axsun Technologies, Inc.	09/649168	25-Aug-2000	6,373,632	16-Apr-2002
Axsun Technologies, Inc.	09/648060	25-Aug-2000	6,341,039	22-Jan-2002
Axsun Technologies, Inc.	09/797,529	1-Mar-2001	6,525,880	25-Feb-2003
Axsun Technologies, Inc.	09/645200	25-Aug-2000	6,836,366	28-Dec-2004
Axsun Technologies, Inc.	09/648,413	25-Aug-2000	6,776,536	17-Aug-2004
Axsun Technologies, Inc.	10/763,546	23-Jan-2004	6,905,255	14-Jun-2005
Axsun Technologies, Inc.	09/648,263	25-Aug-2000	7,348,541	25-Mar-2008
Axsun Technologies, Inc.	09/648267	25-Aug-2000	6,407,376	18-Jun-2002
Axsun Technologies, Inc.	09/643,481	22-Aug-2000	6,362,919	26-Mar-2002
Axsun Technologies, Inc.	09/800062	5-Mar-2001	6,594,058	15-Jul-2003
Axsun Technologies, Inc.	09/742,180	20-Dec-2000	6,674,065	6-Jan-2004
Axsun Technologies, Inc.	09/809667	15-Mar-2001	6,377,386	23-Apr-2002
Axsun Technologies, Inc.	10/068,258	6-Feb-2002	6,490,074	3-Dec-2002
Axsun Technologies, Inc.	09/667,186	21-Sep-2000	6,892,444	17-May-2005
Axsun Technologies, Inc.	10/909,010	30-Jul-2004	7,076,860	18-Jul-2006
Axsun Technologies, Inc.	09/675332	28-Sep-2000	6,381,066	30-Apr-2002
Axsun Technologies, Inc.	09/711029	9-Nov-2000	6,488,567	3-Dec-2002

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	09/769565	25-Jan-2001	6,492,614	10-Dec-2002
Axsun Technologies, Inc.	09/685,533	10-Oct-2000	6,467,680	22-Oct-2002
Axsun Technologies, Inc.	09/747,580	22-Dec-2000	6,628,407	30-Sep-2003
Axsun Technologies, Inc.	10/440,838	16-May-2003	6,806,967	19-Oct-2004
Axsun Technologies, Inc.	09/773944	1-Feb-2001	6,941,631	13-Sep-2005
Axsun Technologies, Inc.	09/689,349	12-Oct-2000	6,385,382	7-May-2002
Axsun Technologies, Inc.	09/727856	1-Dec-2000	6,542,659	1-Apr-2003
Axsun Technologies, Inc.	09/748625	22-Dec-2000	6,721,098	13-Apr-2004
Axsun Technologies, Inc.	09/696,388	25-Oct-2000	6,366,592	2-Apr-2002
Axsun Technologies, Inc.	09/696405	25-Oct-2000	6,345,059	5-Feb-2002
Axsun Technologies, Inc.	09/696055	25-Oct-2000	6,339,603	15-Jan-2002
Axsun Technologies, Inc.	09/707,710	7-Nov-2000	7,249,894	31-Jul-2007
Axsun Technologies, Inc.	09/707,714	7-Nov-2000	6,459,710	1-Oct-2002
Axsun Technologies, Inc.	09/796,146	28-Feb-2001	6,473,234	29-Oct-2002
Axsun Technologies, Inc.	09/909330	19-Jul-2001	7,027,472	11-Apr-2006
Axsun Technologies, Inc.	09/754715	4-Jan-2001	6,690,864	10-Feb-2004
Axsun Technologies, Inc.	09/692639	19-Oct-2000	6,271,052	7-Aug-2001
Axsun Technologies, Inc.	09/954861	18-Sep-2001	6,790,698	14-Sep-2004
Axsun Technologies, Inc.	09/712,115	14-Nov-2000	6,487,355	26-Nov-2002
Axsun Technologies, Inc.	09/708762	8-Nov-2000	6,373,644	16-Apr-2002
Axsun Technologies, Inc.	09/711808	13-Nov-2000	6,554,496	29-Apr-2003
Axsun Technologies, Inc.	09/809685	15-Mar-2001	6,509,972	21-Jan-2003
Axsun Technologies, Inc.	09/734,420	11-Dec-2000	6,608,711	19-Aug-2003
Axsun Technologies, Inc.	09/768082	23-Jan-2001	6,549,548	15-Aug-2003

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	10/392,357	19-Mar-2003	7,095,776	22-Aug-2006
Axsun Technologies, Inc.	09/874,760	5-Jun-2001	6,618,199	9-Sep-2003
Axsun Technologies, Inc.	09/734471	11-Dec-2000	6,538,798	25-Mar-2003
Axsun Technologies, Inc.	09/873910	4-Jun-2001	6,728,434	27-Apr-2004
Axsun Technologies, Inc.	09/833139	11-Apr-2001	6,810,062	26-Oct-2004
Axsun Technologies, Inc.	10/683,979	10-Oct-2003	7,327,772	5-Feb-2008
Axsun Technologies, Inc.	29/133,371	29-Nov-2000	D458,433	4-Jun-2002
Axsun Technologies, Inc.	09/754664	4-Jan-2001	6,714,714	30-Mar-2004
Axsun Technologies, Inc.	09/774216	30-Jan-2001	6,420,206	16-Jul-2002
Axsun Technologies, Inc.	10/016797	10-Dec-2001	6,765,710	20-Jul-2004
Axsun Technologies, Inc.	09/761,514	16-Jan-2001	7,124,928	24-Oct-2006
Axsun Technologies, Inc.	09/797,530	1-Mar-2001	6,404,567	11-Jun-2002
Axsun Technologies, Inc.	10/064,081	10-Jun-2002	6,704,150	9-Mar-2004
Axsun Technologies, Inc.	09/878,800	11-Jun-2001	6,643,075	4-Nov-2003
Axsun Technologies, Inc.	09/864501	24-May-2001	6,409,395	25-Jun-2002
Axsun Technologies, Inc.	09/864,659	24-May-2001	6,665,487	16-Dec-2003
Axsun Technologies, Inc.	09/802731	8-Mar-2001	6,543,114	8-Apr-2003
Axsun Technologies, Inc.	09/847685	2-May-2001	6,424,466	23-Jul-2002
Axsun Technologies, Inc.	09/804,618	12-Mar-2001	6,768,756	27-Jul-2004
Axsun Technologies, Inc.	10/840,814	8-May-2004	7,208,333	24-Apr-2007
Axsun Technologies, Inc.	09/851,510	8-May-2001	6,808,276	26-Oct-2004
Axsun Technologies, Inc.	09/863,654	23-May-2001	6,671,078	30-Dec-2003
Axsun Technologies, Inc.	09/934,664	22-Aug-2001	6,665,458	16-Dec-2003
Axsun Technologies, Inc.	09/919119	31-Jul-2001	6,538,802	25-Mar-2003

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	09/906495	16-Jul-2001	6,594,059	15-Jul-2003
Axsun Technologies, Inc.	10/007,502	8-Nov-2001	7,416,674	26-Aug-2008
Axsun Technologies, Inc.	10/005,712	8-Nov-2001	6,639,666	28-Oct-2003
Axsun Technologies, Inc.	10/868,319	15-Jun-2004	7,072,041	4-Jul-2006
Axsun Technologies, Inc.	10/021765	12-Dec-2001	6,776,538	17-Aug-2004
Axsun Technologies, Inc.	10/392,353	19-Mar-2003	7,450,862	11-Nov-2008
Axsun Technologies, Inc.	12/613,349	5-Nov-2009	RE44,605	19-Nov-2013
Axsun Technologies, Inc.	10/688,690	17-Oct-2003	7,061,618	13-Jun-2006
Axsun Technologies, Inc.	11/380,684	28-Apr-2006	7,292,344	6-Nov-2007
Axsun Technologies, Inc.	11/380,686	28-Apr-2006	7,242,509	10-Jul-2007
Axsun Technologies, Inc.	10/953,048	29-Sep-2004	7,406,107	29-Jul-2008
Axsun Technologies, Inc.	10/743,238	22-Dec-2003	7,420,738	2-Sep-2008
Axsun Technologies, Inc.	10/953,046	29-Sep-2004	7,157,712	2-Jan-2007
Axsun Technologies, Inc.	11/550,503	18-Oct-2006	7,482,589	27-Jan-2009
Axsun Technologies, Inc.	10/954,616	30-Sep-2004	7,324,569	29-Jan-2008
Axsun Technologies, Inc.	11/129,660	12-May-2005	7,875,457	25-Jan-2011
Axsun Technologies, Inc.	11/018,687	21-Dec-2004	7,230,710	12-Jun-2007
Axsun Technologies, Inc.	11/419,993	23-May-2006	8,054,466	8-Nov-2011
Axsun Technologies, Inc.	11/357,896	17-Feb-2006	7,177,022	13-Feb-2007
Axsun Technologies, Inc.	11/062,896	22-Feb-2005	7,375,812	20-May-2008
Axsun Technologies, Inc.	11/158,617	22-Jun-2005	7,415,049	19-Aug-2008
Axsun Technologies, Inc.	11/357,899	17-Feb-2006	7,773,217	10-Aug-2010
Axsun Technologies, Inc.	11/383,410	15-May-2006	7,327,453	5-Feb-2008
Axsun Technologies, Inc.	11/419,193	18-May-2006	7,929,140	19-Apr-2011

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	11/613,291	20-Dec-2006	7,764,379	27-Jul-2010
Axsun Technologies, Inc.	11/203,810	15-Aug-2005	7,248,369	24-Jul-2007
Axsun Technologies, Inc.	11/692,625	28-Mar-2007	7,564,548	21-Jul-2009
Axsun Technologies, Inc.	12/115,335	5-May-2008	8,164,748	24-Apr-2012
Axsun Technologies, Inc.	13/421,012	15-Mar-2012	8,467,051	18-Jun-2013
Axsun Technologies, Inc.	11/769,488	27-Jun-2007	7,671,981	2-Mar-2010
Axsun Technologies, Inc.	12/027,709	7-Feb-2008	8,059,277	15-Nov-2011
Axsun Technologies, Inc.	13/271,388	12-Oct-2011	9,337,619	10-May-2016
Axsun Technologies, Inc.	12/466,993	15-May-2009	8,259,303	4-Sep-2012
Axsun Technologies, Inc.	13/568,717	7-Aug-2012	9,772,177	26-Sep-2017
Axsun Technologies, Inc.	15/714,365	25-Sep-2017		
Axsun Technologies, Inc.	12/396,099	2-Mar-2009	8,564,783	22-Oct-2013
Axsun Technologies, Inc.	14/028,873	17-Sep-2013	9,417,051	16-Aug-2016
Axsun Technologies, Inc.	15/205,888	8-Jul-2016	9,791,261	17-Oct-2017
Axsun Technologies, Inc.	15/785,142	16-Oct-2017		
Axsun Technologies, Inc.	12/695,029	27-Jan-2010	8,457,440	4-Jun-2013
Axsun Technologies, Inc.	12/431,215	28-Apr-2009	8,139,226	20-Mar-2012
Axsun Technologies, Inc.	12/572,925	2-Oct-2009	8,665,450	4-Mar-2014
Axsun Technologies, Inc.	14/159,748	21-Jan-2014	9,574,869	21-Feb-2017
Axsun Technologies, Inc.	12/553,295	3-Sep-2009	8,670,129	11-Mar-2014
Axsun Technologies, Inc.	12/776,373	8-May-2010	8,526,472	3-Sep-2013
Axsun Technologies, Inc.	13/847,616	20-Mar-2013	9,696,471	4-Jul-2017
Axsun Technologies, Inc.	13/960,027	6-Aug-2013	9,041,936	26-May-2015
Axsun Technologies, Inc.	12/981,770	30-Dec-2010	9,046,337	2-Jun-2015

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	12/981,783	30-Dec-2010	8,437,007	7-May-2013
Axsun Technologies, Inc.	13/852,769	28-Mar-2013		
Axsun Technologies, Inc.	12/980,144	28-Dec-2010	8,687,666	1-Apr-2014
Axsun Technologies, Inc.	14/175,158	7-Feb-2014	9,593,934	14-Mar-2017
Axsun Technologies, Inc.	13/473,243	16-May-2012	9,441,944	13-Sep-2016
Axsun Technologies, Inc.	13/428,826	23-Mar-2012	8,660,164	25-Feb-2014
Axsun Technologies, Inc.	14/150,122	8-Jan-2014	9,048,614	2-Jun-2015
Axsun Technologies, Inc.	13/481,340	25-May-2012	9,874,740	23-Jan-2018
Axsun Technologies, Inc.	13/467,787	9-May-2012	9,036,235	19-May-2015
Axsun Technologies, Inc.	13/650,665	12-Oct-2012	9,243,885	26-Jan-2016
Axsun Technologies, Inc.	15/217,124	22-Jul-2016	10,109,979	23-Oct-2018
Axsun Technologies, Inc.	16/129,856	13-Sep-2018		
Axsun Technologies, Inc.	13/837,425	15-Mar-2013	8,922,782	30-Dec-2014
Axsun Technologies, Inc.	13/670,935	7-Nov-2012	8,953,167	10-Feb-2015
Axsun Technologies, Inc.	13/670,938	7-Nov-2012	8,836,953	16-Sep-2014
Axsun Technologies, Inc.	14/144,636	31-Dec-2013		
Axsun Technologies, Inc.	13/729,587	28-Dec-2012	8,994,954	31-Mar-2015
Axsun Technologies, Inc.	14/630,752	25-Feb-2015	9,800,019	24-Oct-2017
Axsun Technologies, Inc.	14/144,634	31-Dec-2013	9,316,483	19-Apr-2016
Axsun Technologies, Inc.	13/964,169	12-Aug-2013		
Axsun Technologies, Inc.	14/257,568	21-Apr-2014	9,869,542	16-Jan-2018
Axsun Technologies, Inc.	14/143,303	30-Dec-2013	9,310,182	12-Apr-2016
Axsun Technologies, Inc.	14/809,747	25-Jul-2015		
Axsun Technologies, Inc.	15/914,221	7-Mar-2018		

Grantor	Application Number	File date	Patent Number	Issue Date
Axsun Technologies, Inc.	15/964,692	27-Apr-2018		
Axsun Technologies, Inc.	62/670,423	11-May-2018		
Axsun Technologies, Inc.	62/670,514	11-May-2018		
Axsun Technologies, Inc.	62/687,071	19-Jun-2018		
Axsun Technologies, Inc.	62/735,527	24-Sep-2018		
Axsun Technologies, Inc.	62/745,680	15-Oct-2018		

SCHEDULE B
TRADEMARKS

Grantor	Mark	Serial No.	File Date	Registration No.	Registration Date	Status
Axsun Technologies, Inc.	IntegraSpec	78/544,645	1/10/2005	3,185,611	12/19/2006	Registered
Axsun Technologies, Inc.	AXSUN	75980440	2/12/1999	2489357	9/11/2001	Registered
Axsun Technologies, Inc.	A	76149773	10/19/2000	2492571	9/25/2001	Registered