

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866495

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pensmore Investments, LLC | | 12/15/2023 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | Pensmore Reinforcement Technologies, LLC | | |
| Street Address: | 2300 Washtenaw Ave | | |
| Internal Address: | Suite 201 | | |
| City: | Ann Arbor | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48104 | | |
| Entity Type: | Limited Liability Company: VIRGINIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4548727 | TOREX | |
| Registration Number: | 2921854 | HELIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172613175 | | |
| <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: | 617-261-3100 | | |
| Email: | kathleen.burch@klgates.com | | |
| Correspondent Name: | Kathleen M. Burch, K&L Gates LLP | | |
| Address Line 1: | 1 Congress Street, Suite 2900 | | |
| Address Line 4: | Boston, MASSACHUSETTS 02114 | | |
| NAME OF SUBMITTER: | Kathleen M. Burch | | |
| SIGNATURE: | /Kathleen M. Burch/ | | |
| DATE SIGNED: | 01/08/2024 | | |
| Total Attachments: 5 | | | |
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of December 15, 2023 and granted by Pensmore Investments, LLC (the "**Secured Party**"), a Virginia limited liability company, in favor of Pensmore Reinforcement Technologies, LLC, a Virginia limited liability company, as successor by assignment to Polytorx, LLC, a Virginia limited liability company, (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan Agreement dated as of October 31, 2011 (the "**Loan Agreement**") among Secured Party and Grantor, the Grantor executed and delivered to the Secured Party that certain Amended Security Agreement by and between/among the Grantor and the Secured Party dated as of June 29, 2012 (the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 039305, Frame 0717 on August 1, 2016 and Reel 005857, Frame 0235 on August 18, 2016; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have pursuant to said Security Agreements, in, to and under the following (collectively, the "**IP Collateral**"):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PENSMORE INVESTMENTS, LLC

as Collateral Agent

By: Steven Huff
Steven Huff (Jan. 5, 2024 10:44 EST)

Name: Steven Huff

Title: Manager

Address for Notices:

19108 Harmony Church Rd
Leesburg, VA 20175

SCHEDULES

SCHEDULE 1

PATENTS

Patents

| Title | Jurisdiction | Patent Number | Issue Date | Record Owner |
|---|---------------------|----------------------|--------------------|--|
| MICRO-REBAR CONCRETE REINFORCEMENT SYSTEM | USA | 9440881 | September 13, 2016 | PENSMORE REINFORCEMENT TECHNOLOGIES, LLC |
| CONCRETE REINFORCING FIBERS | USA | 10266970 | April 23, 2019 | PENSMORE REINFORCEMENT TECHNOLOGIES, LLC |

SCHEDULE 2
TRADEMARKS

Trademark Registrations

| Mark | Jurisdiction | Registration Number | Registration Date | Record Owner |
|-------------|---------------------|----------------------------|--------------------------|--|
| TOREX | USA | 4548727 | June 10, 2014 | PENSMORE REINFORCEMENT TECHNOLOGIES, LLC |
| HELIX | USA | 2921854 | Jan. 25, 2005 | PENSMORE REINFORCEMENT TECHNOLOGIES, LLC |