

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367794

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900346973		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connecticut Innovations, Incorporated		12/07/2015	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	EpiEP, Inc.		
Street Address:	142 Temple Street		
Internal Address:	Suite 206		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4866796	EPIACCESS	
Registration Number:	4866798	EPIEP	
CORRESPONDENCE DATA			
Fax Number:	8664782585		
<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:	9198294287		
Email:	hcoldiron@hutchlaw.com		
Correspondent Name:	Holly A. Coldiron		
Address Line 1:	3110 Edwards Mill Road		
Address Line 2:	Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27612		
ATTORNEY DOCKET NUMBER:	EPIEP.13		
NAME OF SUBMITTER:	Holly A. Coldiron		
SIGNATURE:	/Holly A. Coldiron/		
DATE SIGNED:	01/04/2016		
Total Attachments: 16			

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Joinder Agreement (Noteholder)

THIS JOINDER AGREEMENT (this "Agreement") is dated as of December 7, 2015 (the "Effective Date") between [REDACTED] (the "Joining Party") and EPIEP, INC., a Delaware corporation (the "Company"). Capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Company and certain other parties named therein (the "Purchasers") are parties to a Series B Participating Convertible Preferred Stock Purchase Agreement dated as of May 12, 2014 (as amended and in effect, the "Purchase Agreement"), pursuant to which the Company has issued to each Purchaser shares of Series B Preferred Stock;

WHEREAS, in connection with the Purchase Agreement, the Company and each Purchaser are required to become parties to the Purchase Agreement, the Stockholders Agreement and the Registration Rights Agreement, each as defined in the Purchase Agreement;

WHEREAS, the Purchase Agreement permits the Company to issue additional shares of Series B Preferred Stock at one or more Closings (each a "Subsequent Closing") upon the terms and conditions contained in the Purchase Agreement, including the condition that all new purchasers of shares of Series B Preferred Stock join, become parties to and be bound by the terms and conditions of the Purchase Agreement, the Stockholders Agreement and the Registration Rights Agreement; and

WHEREAS, pursuant to the terms of that certain Senior Secured Convertible Promissory Note in the original principal amount of [REDACTED] issued to the Joining Party on September 15, 2015 (the "Note") as one of a series of Notes of like tenor issued pursuant to that certain Note Purchase Agreement dated as of September 15, 2015 by and among the Company and the other parties thereto (the "Note Purchase Agreement"), the Joining Party is acquiring [REDACTED] shares of Series B Preferred Stock (the "Joining Party Shares") for the purchase price set forth on the Schedule A of Investment hereto, through the conversion of the principal and unpaid accrued interest outstanding as of the Effective Date under the Note and the payment to the Joining Party of a cash payment in the amount of [REDACTED] representing any remaining fractional share amount (the "Fractional Cash Payment").

NOW, THEREFORE, the parties hereby agree as follows:

1. The parties agree that, effective upon the conversion of the Note and issuance of the Joining Party Shares at the Subsequent Closing for the purchase price set forth on the Schedule A of Investment hereto and pursuant to the terms of the Purchase Agreement, the Joining Party shall become, and shall be deemed for all purposes to be, a party to (a) the Purchase Agreement, as a "Purchaser" thereunder, (b) the Stockholders Agreement, as a "Stockholder" thereunder, and (c) the Registration Rights Agreement, as an "Investor" thereunder; without, in each case, further action of the parties to the Purchase Agreement, the Stockholders Agreement or the Registration Rights Agreement; and shall be entitled to all of the

benefits and subject to all of the obligations of a Purchaser under and pursuant to the terms of the Purchase Agreement, a Stockholder under and pursuant to the terms of the Stockholders Agreement and an Investor under and pursuant to the terms of the Registration Rights Agreement. Accordingly, any list or schedule of Purchasers, Stockholders and/or Investors attached to and incorporated by reference into the Purchase Agreement, the Stockholders Agreement, the Registration Rights Agreement, or any other agreement executed in connection therewith, is hereby amended to add the Joining Party thereon as set forth above and as set forth on the signature page hereto. Further, the Joining Party hereby acknowledges and agrees that, effective as of the Effective Date, (a) the Security Agreement and the Intellectual Property Security Agreement (each as defined in the Note Purchase Agreement), and all rights and obligations of the parties under each of such agreements, are hereby terminated and of no further force and effect, (b) the Joining Party's security interest, lien and/or other encumbrance with respect to any assets of the Company shall be terminated and canceled, (c) the Note is hereby deemed cancelled, satisfied and paid and performed in full and shall represent only the right of the Joining Party to receive the Joining Party Shares as set forth on Schedule A hereto and the Fractional Cash Payment.

2. The Company and the Joining Party hereby effect a Subsequent Closing for issuance of the Joining Party Shares, and, accordingly, pursuant to the Purchase Agreement, the Company hereby sells to the Joining Party, and the Joining Party hereby agrees that the Note shall be converted and exchanged, in accordance with its terms, for the Joining Party Shares, pursuant to and in accordance with the terms and conditions of the Purchase Agreement and the Note. The Company and the Joining Party hereby agree that the Joining Party Shares shall be deemed to be shares of Series B Preferred Stock issued and sold under, and as defined in, the Purchase Agreement for all purposes thereunder.

3. In connection with the issuance to the Joining Party of the Joining Party Shares, and as a condition to the agreement of the Company to issue such Joining Party Shares, (a) the Company hereby makes all of the representations and warranties as set forth in Section 4 of the Purchase Agreement, except as set forth on and qualified by the Seventh Amended and Restated Schedule of Exceptions for Subsequent Closing attached as Schedule I hereto, as of the Subsequent Closing Date, and (b) the Joining Party hereby makes all of the representations and warranties set forth in Section 5 of the Purchase Agreement as of the Subsequent Closing Date.

4. This Joinder Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Joinder Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Joinder Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof and thereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At

the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the parties which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Joinder Agreement.

5. This Joinder Agreement shall take effect and shall become an integral part of, and shall be incorporated into, the Purchase Agreement, the Stockholders Agreement and the Registration Rights Agreement immediately upon the full execution and delivery of this Joinder Agreement at the Subsequent Closing.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: *Pamela M. Bines*
Name: Pamela M. Bines
Title: President and CEO

JOINING PARTY:

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____
Name: _____
Title: _____

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
Connecticut Innovations, Incorporated 865 Brook Street Rocky Hill, CT 06067 Attn: Russell Tweeddale Facsimile: (860) 563-5851 Email: russ.tweeddale@ctinnovations.com With a copy to: Updike, Kelly & Spellacy, P.C. 100 Pearl Street, 17 th Floor Hartford, CT 06103 Attn: Gregg J. Lallier Facsimile: (860) 548-2680 Email: glallier@uks.com	██████████	██████████

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: _____
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____
Name: DAVID H. WUBZER
Title: EVP & COO

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
Connecticut Innovations, Incorporated 865 Brook Street Rocky Hill, CT 06067 Attn: Russell Tweeddale Facsimile: (860) 563-5851 Email: russ.tweeddale@ctinnovations.com With a copy to: Updike, Kelly & Spellacy, P.C. 100 Pearl Street, 17 th Floor Hartford, CT 06103 Attn: Gregg J. Lallier Facsimile: (860) 548-2680 Email: glallier@uks.com	██████████	██████████

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.



By: *Patricia M. Bures*
 Name: Pamela M. Bures
 Title: President and CEO

JOINING PARTY:

DRAGONCAPITAL, LLC

By: _____
 Name: _____
 Title: _____

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
DrakonCapital, LLC c/o LaunchCapital, LLC 142 Temple Street, Suite 206 New Haven, CT 06510 Facsimile: (203) 909-6209 Email: konstantine@launch-capital.com With a copy to: Updike, Kelly & Spellacy, P.C. 100 Pearl Street, 17th Floor Hartford, CT 06103 Attn: Gregg J. Lallier Facsimile: (860) 548-2680 Email: glallier@uks.com		

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

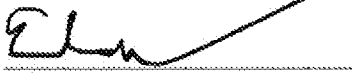
COMPANY:

EPIEP, INC.



By: _____
 Name: Pamela M. Bunes
 Title: President and CEO

JOINING PARTY:

DRAKONCAPITAL, LLC

By: 
 Name: Elon S. Boms
 Title: Manager

Schedule A of Investment

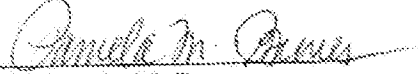
<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
DrakonCapital, LLC c/o LaunchCapital, LLC 142 Temple Street, Suite 206 New Haven, CT 06510 Facsimile: (203) 909-6209 Email: konstantine@launch-capital.com With a copy to: Updike, Kelly & Spellacy, P.C. 100 Pearl Street, 17th Floor Hartford, CT 06103 Attn: Gregg J. Lallier Facsimile: (860) 548-2680 Email: glallier@uks.com		

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

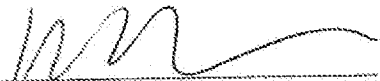
EPIEP, INC.

By: 

Name: Pamela M. Bunes



Title: President and CEO

JOINING PARTY:



DAVID COHEN

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
David Cohen c/o Standard Oil 299 Bishop Avenue Bridgeport, CT 06610		

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EMEP, INC.

By: *Pamela M. Bunes*
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:

H&M HOLDINGS, LLC

By: _____
Name: _____
Title: _____

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
H&M Holdings, LLC 3110 Edwards Mill Road, Suite 300 Raleigh, NC 27612	[REDACTED]	[REDACTED]

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: _____
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:

H&M HOLDINGS, LLC

By: Helga L. Leftwich
Name: HELGA L. LEFTWICH
Title: MEMBER/MANAGER

Schedule A of Investment

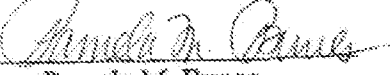
<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased</i> <i>(Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note)</i> <i>(USD)</i> <i>(Subsequent Closing)</i>
H&M Holdings, LLC 3110 Edwards Mill Road, Suite 300 Raleigh, NC 27612	[REDACTED]	[REDACTED]

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:



ERIEF, INC.

By: 
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:


GREGORY G. MARIO

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through (December 7), 2013 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
Gregory G. Mario 6 Stout Road Princeton, NJ 08540		

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: Pamela M. Bunes
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:

MID SOUTH RETIREMENT SERVICES, LLC
FBO: MACY C. SMITH JR. IRA

By: _____
Name: _____
Title: _____

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
Mid South Retirement Services, LLC FBO: Macy C. Smith Jr. IRA 90 Harold Miles Rd Boyce, LA 71409	[REDACTED]	[REDACTED]

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: _____
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:

MID SOUTH RETIREMENT SERVICES, LLC
FBO: MACY C. SMITH JR. IRA

By: [Signature]
Name: Terrell O. Pearsall JR
Title: CEO/manager

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
Mid South Retirement Services, LLC FBO: Macy C. Smith Jr. IRA 90 Harold Miles Rd Boyce, LA 71409	[REDACTED]	[REDACTED]

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: *Pamela M. Bunes*
Name: Pamela M. Bunes
Title: President and CEO

JOINING PARTY:

GOLDEN SEEDS EPIEP LLC

By: _____
Name: _____
Title: _____

Schedule A of Investment

<i>Name and Address of Additional Purchaser</i>	<i>Number of Series B Preferred Shares Purchased (Subsequent Closing)</i>	<i>Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)</i>
Golden Seeds 750 Lexington Avenue, 6 th Floor New York, NY 10022	[REDACTED]	[REDACTED]

[Signature Page to Joinder Agreement (Series B)]

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement effective as of the Effective Date.

COMPANY:

EPIEP, INC.

By: _____

Name: Pamela M. Bunes

Title: President and CEO

JOINING PARTY:

GOLDEN SEEDS EPIEP LLC

By: Peggy Wallace

Name: Peggy Wallace

Title: Managing Director

Schedule A of Investment

Name and Address of Additional Purchaser	Number of Series B Preferred Shares Purchased (Subsequent Closing)	Aggregate Purchase Price (Aggregate Principal and Accrued Interest through December 7, 2015 Outstanding Under Secured Convertible Promissory Note) (USD) (Subsequent Closing)
Golden Seeds 750 Lexington Avenue, 6 th Floor New York, NY 10022	[REDACTED]	[REDACTED]

[Signature Page to Joinder Agreement (Series B)]

Schedule 1 to Joinder Agreement

Seventh Amended and Restated Schedule of Exceptions (for Subsequent Closing)

(to be attached)