

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386906

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING XVIII TRUST as successor in interest to MidCap Financial SBIC, LP		06/03/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ISTO TECHNOLOGIES, INC.
Street Address:	1155 Olivette Executive Parkway
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63132
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85953086	INFLUX TRABECULAR BONE GRAFT
Serial Number:	85921705	REVAFLEX
Registration Number:	3336291	INQU
Registration Number:	2826325	ISTO
Registration Number:	3851270	NUQU
Registration Number:	3466871	ISTO
Serial Number:	86373987	CELLPOINT
Serial Number:	86373992	CELLPOINT CONCENTRATED BONE MARROW ASPIR

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

TRADEMARK

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	06/07/2016
Total Attachments: 4 source=MidCapTrademarkRelease#page1.tif source=MidCapTrademarkRelease#page2.tif source=MidCapTrademarkRelease#page3.tif source=MidCapTrademarkRelease#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of June 3, 2016 (“Effective Date”) by MIDCAP FUNDING XVIII TRUST (as successor in interest to MidCap Financial SBIC, LP, the “Grantee”), in favor of ISTO TECHNOLOGIES, INC. (“Grantor”).

WHEREAS, Grantor is borrower under that certain Second Amended and Restated Credit and Security Agreement, dated as of December 22, 2014, by and among Grantor and Grantee, as lender (as amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of December 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, and granted to Grantee, a security interest in all of Grantor’ right, title and interest in and to any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including with limitation the trademarks listed on Schedule 1 attached hereto (the “Trademarks”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2014 at Reel/Frame 5431/0436;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of June 2, 2016, by and among Grantee and Grantor, Grantee has consented to the release of the Lien on the Collateral including, without limitation, any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including with limitation listed on Schedule 1 attached hereto (collectively, the “Intellectual Property Collateral”); and

WHEREAS, Grantee desires to release its Lien in the Intellectual Property Collateral.

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

1. Grantee’s Lien in the Intellectual Property Collateral granted pursuant to the Credit Agreement and the IP Security Agreement respectively is hereby terminated and released.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee’s right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the each of the Trademarks including, without limitation, the

entire right, title and interest in and to each of the Trademarks, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Intellectual Property Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

MIDCAP FUNDING XVIII TRUST,
as Grantee

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1
TRADEMARKS

ISTO - TRADEMARKS

SERIAL NUMBER	REGISTRATION NUMBER	COUNTRY	WORD MARK	STATUS	REGISTRANT
8881008		US	IRREGULAR TRIANGULAR BONE GRAFT	LIVE	ISTO Technologies, Inc.
8921764		US	REVAFLEX	LIVE	ISTO Technologies, Inc.
7864444	336291	US	INNO	LIVE	ISTO Technologies, Inc.
7808874	288825	US	ISTO	LIVE	ISTO Technologies, Inc.
7777357	381178	US	NEVOE	LIVE	ISTO Technologies, Inc.
7346610	266871	US	ISTO	LIVE	ISTO Technologies, Inc.
3891641	2891445	CTM (EU)	ISTO	LIVE	ISTO Technologies, Inc.
1891638		AN	REVAFLEX	LIVE	ISTO Technologies, Inc.
01201996		CTM (EU)	REVAFLEX	LIVE	ISTO Technologies, Inc.
20815832	494834	Japan	ISTO	LIVE	ISTO Technologies, Inc.
86373287		US	CELLPOINT	LIVE	ISTO Technologies, Inc.
86173282		US	CELLPOINT CONCENTRATED BONE MARROW ASPIRATE SYSTEM & DESIGN	LIVE	ISTO Technologies, Inc.

8881008.2