

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCALATE CAPITAL PARTNERS SBIC I, L.P.		03/24/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ARTERIOCYTE MEDICAL SYSTEMS, INC.		
Street Address:	45 SOUTH STREET		
Internal Address:	SUITE 270		
City:	HOPKINTON		
State/Country:	MASSACHUSETTS		
Postal Code:	01748		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2900650	MAGELLAN	
Registration Number:	3854317	ARTERIOCYTE MEDICAL SYSTEMS	
Registration Number:	3693938	STEM-PREP	
Registration Number:	3693939	SPORT-PREP	
Registration Number:	3779173	EQUINE-STEM	
Serial Number:	77921667	MAR01	
Serial Number:	77921719	MAR01	
CORRESPONDENCE DATA			
Fax Number:			
<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:	303.583.8275		
Email:	uspt@polsinelli.com		
Correspondent Name:	Margaret M. Arcaro		
Address Line 1:	1515 Wynkoop, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	086077-548078		
NAME OF SUBMITTER:	Margaret M. Arcaro		

CH \$190.00 2900650

SIGNATURE:	/Margaret M. Arcaro/
DATE SIGNED:	08/30/2016
Total Attachments: 4 source=EscalateRelease#page1.tif source=EscalateRelease#page2.tif source=EscalateRelease#page3.tif source=EscalateRelease#page4.tif	

ESCALATE
CAPITAL
PARTNERS

California Office
1901 S. Bascom Ave.
Suite 1030
Campbell, CA 95008

March 24, 2016

John Mitchell
Chief Financial Officer
Arteriocyte Medical Systems, Inc.
45 South Street
Hopkinton, MA 01748

Re: Loan and Security Agreement, dated as of March 20, 2014, between Arteriocyte Medical Systems, Inc., a Delaware corporation ("Borrower") and Escalate Capital Partners SBIC I, L.P., a Delaware limited partnership ("Lender") (as amended, restated, supplemented, or otherwise modified, the "Loan Agreement")

Dear John,

Capitalized terms not defined herein have the meanings ascribed to such terms in the Loan Agreement. Borrower has requested that Lender provide terms for repayment of all Advances and other amounts due under the Loan Agreement.

As of Monday March 28, 2016 (the "Payoff Date"), the aggregate outstanding amount of Borrower's Obligations will be [REDACTED] (the "Payoff Amount"), comprised of (a) the principal loan amount of [REDACTED] (b) accrued current interest for the period from March 1, 2016 through and including March 28, 2016 in the amount of [REDACTED] and (c) legal expenses in the amount of [REDACTED]

Lender hereby confirms that the Payoff Amount represents all of the obligations (including the Obligations) of Borrower owed to Lender pursuant to the Transaction Documents (other than obligations pursuant to any warrants to purchase stock of the Borrower issued by Borrower in favor of Lender, collectively, the "Warrants"); *provided, however*, if the Payoff Amount is not received on the Payoff Date, then the Payoff Amount will increase by [REDACTED] (the "Per Diem Amount") for each day after the Payoff Date until the Payoff Amount is paid in full in cash. Notwithstanding anything to the contrary contained herein or in any other documents between Borrower and Lender relating to the Loan Agreement or the other Transaction Documents, the obligations and liabilities that survive termination of the Transaction Documents by their express terms shall continue in full force and effect in accordance with their terms.

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Please note that the Payoff Amount excludes any legal expenses or fees that may be incurred should Borrower request Lender to terminate outstanding UCC's or any other security filings.

Upon receipt of payment by wire transfer of the Payoff Amount (i.e. [REDACTED]) plus the Per Diem Amount, if any, to the following account:

Company: Escalate Capital Partners SBIC I, L.P.
300 W Sixth Street #2230
Austin, TX 78701
Account #: [REDACTED]
Bank: Comerica Bank – California
San Jose, CA
ABA #: 121 137 522

all obligations (including the Obligations, but excluding obligations pursuant to the Warrants) shall have been satisfied in full and the liens and security interests of the Lender in any and all of the property, real or personal, of Borrower shall automatically and without further action be released and terminated, including without limitation, any liens and security interests evidenced by Uniform Commercial Code financing statements and fixture filings, real property mortgages and deeds of trust, and intellectual property security recordations in the United States Patent and Trademark Office or the United States Copyright Office.

Effective upon Lender's receipt of the Payoff Amount plus the Per Diem Amount, if any, in accordance with the terms of this letter: (i) the Transaction Documents and any commitments to lend thereunder will terminate (other than (i) the Warrants and (ii) contingent indemnification obligations that expressly survive the termination of the Transaction Documents) and Borrower will have no further liability under the Transaction Documents (other than (i) the Warrants and (ii) contingent indemnification obligations that expressly survive the termination of the Transaction Documents), (ii) Lender authorizes Borrower and its designees to file on behalf of Lender (at Borrower's sole cost and expense) (a) termination statements of Uniform Commercial Code financing statements or other financing statements and fixture filings, (b) releases of real property mortgages and deeds of trust, and (c) releases of intellectual property security recordations in the United States Patent and Trademark Office and the United States Copyright Office, in each case, filed by Lender in respect of the Obligations or otherwise with respect to Borrower, (iii) Lender will execute and deliver to the requesting party additional terminations, releases and satisfactions of Lenders' liens on, and security interests in, Borrower's property and the property of any guarantor of the Obligations (at such Borrower's sole cost and expense) as are reasonably necessary to evidence the satisfaction of Borrower's obligations to Lender under the Transaction Documents or otherwise (other than (i) the Warrants and (ii) contingent indemnification obligations that expressly survive the termination of the Transaction Documents) and the termination of the interests of Lender in all collateral held with respect thereto, (iv) Lender shall deliver promptly to, or to arrange for the prompt

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delivery of (A) originally executed and notarized (if applicable) releases for each of the other liens granted to Lender, and (B) any and all pledged collateral in the possession of Lender pertaining to Borrower (including any pledged stock certificates and intercompany notes), and (v) Borrower shall be authorized to provide a copy of this letter to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the terminations and releases set forth herein.

BORROWER AGREES THAT, UPON LENDER'S RECEIPT OF THE PAYOFF AMOUNT PLUS THE PER DIEM AMOUNT, IF ANY, BORROWER RELEASES LENDER AND ITS RESPECTIVE AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES AS WELL AS THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHETHER FORESEEN OR UNFORESEEN, ARISING ON OR BEFORE THE DATE HEREOF, WHICH BORROWER EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER, WHICH ARE BASED UPON, ARISE UNDER OR ARE RELATED TO THE TRANSACTION DOCUMENTS (IN ALL CASES, EXCLUDING WITH RESPECT TO THE WARRANTS AND LENDER'S CAPACITY AS AN EQUITYHOLDER IN THE BORROWER OR ANY OF ITS AFFILIATES).

This letter may be executed by means of facsimile or electronic transmission with equal effect as an originally signed instrument.

Should you have any questions regarding this letter, please do not hesitate to contact me.

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Sincerely,

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 
Simon James
Member

cc: Tony Schell, Escalate Capital Partners

AGREED AND ACCEPTED:

ARTERIOCYTE MEDICAL SYSTEMS, INC.

By: 

Name: John P. Mitchell

Title: CEO / COO