

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		11/15/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Exogen, Inc.		
Street Address:	4721 Emperor Blvd.		
Internal Address:	Suite 100		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1463389	SAFHS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5106		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Amber Harezlak, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1859		
NAME OF SUBMITTER:	Amber Harezlak		
SIGNATURE:	/ah/		
DATE SIGNED:	12/06/2016		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”) is made as of November 15, 2016 (“Effective Date”) from JP Morgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the “Agent”) to Exogen, Inc., a Delaware corporation, located at 4721 Emperor Blvd., Suite 100, Durham, NC 27703 (the “Grantor”).

WHEREAS, Grantor, Lenders and the Agent have entered into that certain First Lien Credit Agreement, dated as of October 10, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its subsidiaries executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of October 10, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor and the Agent entered into that certain Grant of Security Interest in Trademark Rights, dated as of October 10, 2014 (the “Trademark Security Agreement” all capitalized terms used, but not defined, herein have the definition assigned to them in the Trademark Security Agreement);

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Grantor pledged and granted to the Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, including those set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 20, 2014 at Reel 5384, Frame 0118.

NOW, THEREFORE, without recourse and without representation and warranty and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (ii) terminates the Trademark Security Agreement with respect to such Trademark Collateral. This Release does not release, relinquish, discharge or terminate the Agent’s security interest in any Intellectual Property or any other asset of the Grantor other than the Trademark Collateral set forth in Schedule A hereto.

The Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

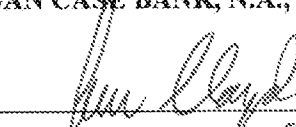
The Agent hereby authorizes and requests that the Commissioner for Trademarks record this Release.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

JPMORGAN CASE BANK, N.A.,

As Agent

By: 

Name: Jason Lloyd

Title: Executive Director

[Signature Page to Release of Trademarks]

SCHEDULE A

TRADEMARKS

Grantor	Jurisdiction	Serial No. / Application No.	Trademark
Exogen, Inc.	United States	1463389	SAFHS

[Schedule A to Release of Trademarks]

509265-1859-15362-Active.20477625.1

RECORDED: 12/06/2016

**TRADEMARK
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