

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		10/10/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Valant Medical Solutions, Inc.		
Street Address:	2033 6th Avenue, #500		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98121		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3433091	VALANT MEDICAL SOLUTIONS	
Registration Number:	3433090	VALANT MEDICAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	053644-0117		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/11/2017		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of October 10, 2017 (“Release”), is made by Western Alliance Bank, an Arizona corporation (the “Secured Party”) pursuant to (i) that certain Loan and Security Agreement dated as of January 11, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan and Security Agreement”); and (ii) that certain Intellectual Property Security Agreement dated as of January 11, 2016 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “IP Security Agreement” and together with the Loan and Security Agreement, the “Security Documents”), in favor of Valant Medical Solutions, Inc., a Washington corporation (the “Grantor”).

WHEREAS, pursuant to the Security Documents by and among the Grantor and the Secured Party, Grantor granted the Secured Party, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Intellectual Property Collateral, including, without limitation, Trademarks and Patents (collectively, “IP Collateral”); and

WHEREAS, pursuant to that certain payoff letter dated as of October 6, 2017 (the “Payoff Letter”) executed by Secured Party, in connection with Secured Party’s receipt of payment in full to repay the obligations described therein, Secured Party’s security interests in Grantor’s property and assets provided as security to Secured Party are thereby immediately released;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Documents.

SECTION 2. Termination and Release. The Secured Party hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in, and the right to set off against, Grantors’ rights, title, and interest in and to the IP Collateral, including, without limitation, the Trademarks listed on Exhibit A attached hereto and the Patent listed on Exhibit B attached hereto;

(b) reassigns to Grantor, without warranty or recourse, all interest of Secured Party in the IP Collateral, including, without limitation, the Trademarks and the Patent, and any other intellectual property rights covered by the IP Security Agreement; and

(c) authorizes the Grantor, and its agents and representatives, to record this Release with the US Patent and Trademark Office at Grantors’ expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

SECURED PARTY:

WESTERN ALLIANCE BANK

By: 

Name: Peter Heiman

Title: VP

Exhibit A

Trademark Registrations

Owner Name	Trademark	Database	Status	Application Number Registration Number	Application Date Registration Date
VALANT MEDICAL SOLUTIONS, INC.	VALANT MEDICAL SOLUTIONS	U.S. Federal	Registered	78845664 3433091	3/24/2006 5/20/2008
VALANT MEDICAL SOLUTIONS, INC.	VALANT MEDICAL SOLUTIONS	U.S. Federal	Registered	78845653 3433090	3/24/2006 5/20/2008

Exhibit B

Patent Registration

Owner Name	Patent Title	Database	Application Serial Number	Issue / Filed Date
VALANT MEDICAL SOLUTIONS, INC.	CLINICAL NOTE GENERATOR	U.S. Federal	13/865,074	4/17/2013