

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Credit II LLC		04/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Mederi RF, LLC		
Street Address:	114 Holmes Road, Suite 201		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77405		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3908623	M	
Registration Number:	3938429	MEDERI	
Registration Number:	2559634	SECCA	
Registration Number:	3815477	SECCA	
Registration Number:	2456080	STRETTA	
Registration Number:	2451786	STRETTA	
Registration Number:	3815478	STRETTA	
CORRESPONDENCE DATA			
Fax Number:	6192350398		
<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:	6192381900		
Email:	docketing@procopio.com		
Correspondent Name:	Noel C. GILLESPIE		
Address Line 1:	525 B STREET, SUITE 2200		
Address Line 2:	PROCOPIO, CORY, HARGREAVES & SAVITCH LLP		
Address Line 4:	SAN DIEGO, CALIFORNIA 92101		
NAME OF SUBMITTER:	Noel C. GILLESPIE		
SIGNATURE:	/Noel C. Gillespie/		

OP \$190.00 3908623

DATE SIGNED:	05/02/2018
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Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Mederi Therapeutics Inc., a Delaware corporation (“Debtor”), with its principal place of business located at 800 Connecticut Avenue, Suite 1E01, Norwalk, CT 06854, is the owner of the entire right, title and interest in and to the Trademarks and Trademark Applications (as defined below);

WHEREAS, Debtor is indebted to Horizon Credit II LLC, a Delaware limited liability company (“Lender”), which holds security interests in substantially all of Debtor’s personal property, including the Trademarks and Trademark Applications;

WHEREAS, Debtor granted to Lender a security interest in all of Debtor’s right, title, and interest in and to the Trademarks and Trademark Applications pursuant to (a) the Venture Loan and Security Agreement, dated as of December 20, 2013, as amended by the (i) First Amendment of Venture Loan and Security Agreement, dated as of July 23, 2015, and (ii) Second Amendment of Venture Loan and Security Agreement, dated as of January 30, 2017 (as amended, restated, supplemented, and/or modified from time to time, the “Loan Agreement”) and (b) the Grant of Security Interest (Trademarks), dated as of July 30, 2015, made by Debtor in favor of Lender, which was recorded at the United States Patent and Trademark Office on August 3, 2015, at Reel/Frame 5588/0426;

WHEREAS, Debtor is currently in default of its obligations to Lender pursuant to the terms of the Loan Agreement;

WHEREAS, Lender is entitled to exercise its remedies under the Loan Documents (as defined in the Loan Agreement) and applicable law, including the Uniform Commercial Code as presently enacted in the State of Connecticut (including, to the extent applicable to the transactions contemplated herein, the Uniform Commercial Code as enacted in any other state, the “Code”; terms used herein and defined in Section 42a-9-101 of the Code shall have the meanings ascribed to such terms therein);

WHEREAS, Lender has sold the Trademarks and Trademark Applications and certain other assets (collectively, the “Transferred Assets”) by private foreclosure sale (the “Foreclosure Sale”) to Mederi RF, LLC, a Delaware limited liability company, having a principal place of business at 114 Holmes Road, Suite 201, Houston, Texas 77405 (“Purchaser”) by and pursuant to that certain Secured Party Bill of Sale and Transfer Statement, dated as of April 24, 2018, by and among Lender and Purchaser (the “Bill of Sale”); and

WHEREAS, capitalized terms used but not defined herein shall have meanings given them in the Bill of Sale.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, including the purchase price paid by Purchaser, the receipt and sufficiency of which is hereby acknowledged, Lender, through the Foreclosure Sale, does hereby sell, assign, transfer and set over unto Purchaser, its successors and assigns, Debtor’s entire right, title, and interest in and to all trademarks and trademark applications of Debtor, including without limitation those listed on Schedule A hereto, and all file histories and documentation, including, without limitation, all trademark search results, clearance studies and watch notices that relate to

such trademarks and trademark applications, and all associated goodwill associated with any of the foregoing (the foregoing, collectively, the “Trademarks and Trademark Applications”); together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement, disparagement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Trademarks and Trademark Applications, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns together with all goodwill of Debtor in connection with which the aforesaid Trademarks and Trademark Applications have been used.

The Transferred Assets are being sold “as is and where is” and Lender makes no, and hereby disclaims any, representation or warranty to Purchaser with respect to the Transferred Assets or the transactions contemplated hereby, including without limitation any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like which by operation of law would otherwise accompany a voluntary disposition of the Transferred Assets. Without limiting the generality of the foregoing, Lender makes no representation or warranty, express or implied, as to the validity or utility of the Transferred Assets, title to the Transferred Assets, whether the sale will be free and clear of liens and security interests (other than the security interests of Lender), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether transfer documentation executed by Lender is sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the Intellectual Property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Further, there is no warranty as to the existence, location or condition of any tangible assets constituting Transferred Assets. Certain molds, inventory, and other tangible Transferred Assets of Debtor may be held by or under the control of third parties, and Lender makes no, and disclaims any, representation or warranty of any kind as to the title to, lien priority with respect to, or the accessibility of such Transferred Assets.

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SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration No.	Registration Date
M (stylized)	3,908,623	01/18/11
MEDERI	3,938,429	03/29/11
SECCA	2,559,634	04/09/02
SECCA & design	3,815,477	07/06/10
STRETTA	2,456,080	05/29/01
STRETTA	2,451,786	05/15/01
STRETTA & design	3,815,478	07/06/10