

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPB Debt Holdings II, LLC		05/10/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CardioFocus, Inc.		
Street Address:	500 Nickerson Rd, Suite 500-200		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2491207	CARDIOFOCUS	
Registration Number:	4195520	HEARTLIGHT	
CORRESPONDENCE DATA			
Fax Number:	6173672315		
	<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:	6179736100		
Email:	elizabeth.valenciano@arentfox.com		
Correspondent Name:	Paul A. Schmid		
Address Line 1:	800 Boylston Street, 32nd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	310539.00065		
NAME OF SUBMITTER:	Paul Schmid		
SIGNATURE:	/Paul Schmid/		
DATE SIGNED:	05/16/2019		
Total Attachments: 9			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest (“**Release**”) is made and effective as of May 10, 2019 and granted by **GPB DEBT HOLDINGS II, LLC**, a Delaware limited liability company, in its capacity as Collateral Agent and Purchaser (“**GPB**”), in favor of **CARDIOFOCUS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Pursuant to that certain Securities Purchase Agreement dated April 4, 2018, by and between GPB and Grantor, Grantor executed and delivered to GPB (i) that certain Security Agreement by and between Grantor and GPB dated as of April 4, 2018 (the “**Security Agreement**”) and (ii) that certain Intellectual Property Security Agreement by and between GPB and Grantor dated as of April 4, 2018 (the “**IP Security Agreement**” and, together with the Security Agreement, the “**Security Agreements**”).

B. Pursuant to the Security Agreements, Grantor granted to GPB a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, which includes the IP Collateral (as defined below).

C. The IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6309, Frame 0522 on April 9, 2018 and Reel 045478, Frame 0532 on April 9, 2018.

D. Grantor has requested that GPB enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest GPB may have in the IP Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GPB hereby states as follows:

1. **Release of Security Interest.** GPB, and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) Any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications listed on **Exhibit A** attached hereto (if any), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the “**Copyrights**”);

(b) Any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent

applications listed on **Exhibit B** attached hereto (if any), and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the “**Patents**”);

(c) Any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications listed in **Exhibit C** attached hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the “**Trademarks**”); and

(d) Any other Intellectual Property.

2. **Further Assurances.** GPB agrees to take all further actions, and provide to Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Security Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, GPB has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GPB DEBT HOLDINGS II, LLC


By: 
Name: Eva Myrianthopoulos
Title: Managing Partner

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Country	Description	Registration/Applic ation Number	Grant/Registration/App lication Date
ED	Compliant Balloon	004396760-0001	12-Oct-17
US	Catheter system with working portion radially expandable upon rotation	6,375,654	23-Apr-02
US	CARDIAC ABLATION INSTRUMENT	6,558,375	6-May-03
US	CARDIAC ABALATION IMAGE ANALYSIS SYSTEM AND PROCESS	8,702,688	22-Apr-14
DE	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17
EP	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17
FR	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17
GB	DEFECTABLE SHEATH CATHETERS	1866019	25-Oct-17
US	CARDIAC ABLATION SYSTEM WITH PULSED AIMING LIGHT	8,696,653	15-Apr-14
JP	PHOTOABLATION SYSTEM	4261101	20-Feb-09
JP	DEFLECTABLE SHEATH CATHETERS	5065052	17-Aug-12
JP	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	4732330	28-Apr-11
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,953,457	11-Oct-05
US	INTRALUMENAL CONTACT SENSOR	6,942,657	13-Sep-05
US	METHOD FOR PROJECTION OF ENERGY	7,207,984	24-Apr-07
US	PHOTOTHERAPEUTIC WAVEGUIDE APPARATUS	6,572,609	3-Jun-03
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	6,423,055	23-Jul-02

US	INTRALUMENAL CONTACT SENSOR	6,626,900	30-Sep-03
US	PHOTOTHERAPEUTIC WAVE GUIDE APPARATUS	7,357,796	15-Apr-08
US	SAFETY SHUT-OFF DEVICE FOR LASER SURGICAL INSTRUMENTS EMPLOYING BLACKBODY EMITTERS	6,932,809	23-Aug-05
US	BALLOON CATHETER WITH IRRIGATION SHEATH	6,605,055	12-Aug-03
ITe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
GBe	PHOTOABLATION SYSTEM	1200002	12-Apr-06
GBe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
FRe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
ESe	PHOTOABLATION SYSTEM	1679045	27-Mar-13
EP	PHOTOABLATION SYSTEM	1679045	27-Mar-13
EP	PHOTOABLATION SYSTEM	1200002	12-Apr-06
DEe	PHOTOABLATION SYSTEM	60027300.8	12-Apr-06
DEe	PHOTOABLATION SYSTEM	600 47 922.6	27-Mar-13
US	DEFLECTABLE SHEATH CATHETERS FOR RADIO-FREQUENCY ABLATION	8,267,932	18-Sep-12
US	DEFLECTABLE SHEATH CATHETERS	8,231,613	31-Jul-12
US	DEFLECTABLE SHEATH CATHETERS	7,935,108	3-May-11
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,025,661	27-Sep-11
US	METHODS FOR ABLATION WITH RADIANT ENERGY	8,241,272	14-Aug-12
US	GUIDED CARDIAC ABLATION CATHETERS	9,861,437	9-Jan-18
US	GUIDED CARDIAC ABLATION CATHETERS (Appeal No.: 2010-008599)	8,540,704	24-Sep-13
US	METHOD AND DEVICE FOR CARDIAC TISSUE ABLATION	8,152,795	10-Apr-12

US	CARDIAC ABLATION CATHETERS FOR FORMING OVERLAPPING LESIONS	9,033,961	19-May-15
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	9,421,066	23-Aug-16
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE DURING ABLATION PROCEDURES	8,900,219	2-Dec-14
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,444,639	21-May-13
US	COAXIAL CATHETER INSTRUMENTS FOR ABLATION WITH RADIANT ENERGY	8,366,705	5-Feb-13

Patent Applications

Country	Description	Application Number	Application Date
EPw	CARDIAC ABALATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	10822613.5	6-Oct-10
HK	CARDIAC ABALATION SYSTEM WITH IMAGE ANALYSIS TO OPTIMIZE ABLATION FORMATION	13101599.8	5-Feb-13
EP	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABALATION PROCEDURES	15785530.5	23-Apr-15
JP	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABALATION PROCEDURES	2016-564561	23-Apr-15
US	SYSTEM AND METHOD FOR VISUALIZING TISSUE WITH AN ICG DYE COMPOSITION DURING ABLATION PROCEDURES	14/697,065	27-Apr-15
US	SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABALATION PROCEDURES	14/956,052	1-Dec-15
EP	SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABALATION PROCEDURES	15865423.6	1-Dec-15

JP	SYSTEM AND METHOD FOR VISUAL CONFIRMATION OF PULMONARY VEIN ISOLATION DURING ABLATION PROCEDURES	2017-528804	1-Dec-15
US	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	15/399,304	5-Jan-17
WO	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	PCT/US17/12325	5-Jan-17
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	15/863,264	5-Jan-18
US	COMPLIANT BALLOON	29/600,753	14-Apr-17
US	COMPLIANT BALLOON	177521	6-Oct-17
JP	COMPLIANT BALLOON	2017-22263	6-Oct-17
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	62/485,691	14-Apr-17
US	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	15/863,373	5-Jan-18
WO	BALLOON CATHETER AND FLUID MANAGEMENT SYSTEM THEREOF	PCT/US18/12715	6-Jan-18
US	CATHETER BALLOON COOLING SYSTEM	62/485,700	14-Apr-17
US	ABLATION SYSTEM WITH AUTOMATED SWEEPING ABLATION ENERGY ELEMENT	62/617,483	15-Jan-18

EXHIBIT C

Trademarks

Title	Registration Number(s)	Registration/Application Date
CARDIOFOCUS (Community Mark)	001306455	January 2, 2003
CARDIOFOCUS	2,491,207	September 18, 2001
HEARTLIGHT (Community Mark)	10280824	September 21, 2011
HEARTLIGHT	4,195,520	August 21, 2012
CARDIOFOCUS (International trademark)	1259440	December 3, 2014
CARDIOFOCUS (Japan)	1259440	December 3, 2014
HEARTLIGHT (International trademark)	1245401	December 3, 2014
HEARTLIGHT (Japan)	1245401	December 3, 2014