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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM545960

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RUNWAY GROWTH CREDIT FUND INC.		10/21/2019	Corporation: MARYLAND

# **RECEIVING PARTY DATA**

Name:	MOBIUS IMAGING, LLC	
Street Address:	2 Shaker Road, Phoenix Park, Suite F100	
City:	Shirley	
State/Country:	MASSACHUSETTS	
Postal Code:	01464	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	4347023	MOBIUS IMAGING
Registration Number:	4347024	MOBIUS IMAGING
Registration Number:	4538070	MOBICT
Serial Number:	87882544	
Registration Number:	4962243	MOBIUS
Registration Number:	4962244	MOBIUS
Registration Number:	5008441	MOBIUS IMAGING NOW YOU SEE
Registration Number:	5008442	MOBIUS IMAGING NOW YOU SEE
Serial Number:	86961486	OMNIAXIS CT
Serial Number:	86961368	VERSO
Serial Number:	86961399	VERSO
Serial Number:	86961386	VERSO
Serial Number:	86961412	VERSO OMNIAXIS CT
Serial Number:	86961444	VERSO OMNIAXIS CT
Serial Number:	86961464	VERSO OMNIAXIS CT
Serial Number:	86961524	
Serial Number:	86961504	
Serial Number:	87537430	TRUCT

TRADEMARK REEL: 006775 FRAME: 0588

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#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 7022571483

**Email:** ipdocket@h2law.com

Correspondent Name: HOWARD & HOWARD ATTOREYS

Address Line 1: 450 WEST FOURTH STREET
Address Line 4: ROYAL OAK, MICHIGAN 48067

ATTORNEY DOCKET NUMBER:	061087.00003
NAME OF SUBMITTER:	Stephanie S. Buntin
SIGNATURE:	/Stephanie S. Buntin/
DATE SIGNED:	10/21/2019

#### **Total Attachments: 5**

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#### RELEASE OF SECURITY INTEREST IN INTELLECUAL PROPERTY

This Release of Security Interest in Intellectual Property ("Release") is made effective as of October 21, 2019, by RUNWAY GROWTH CREDIT FUND INC. ("Agent"), as collateral agent for the lenders under the Loan Agreement referred to below ("Secured Parties") in favor of MOBIUS IMAGING, LLC, a Delaware limited liability company ("Grantor") with its principal place of business located at 2 Shaker Road, Phoenix Park, Suite F100, Shirley, MA 01464.

#### Recitals:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of November 23, 2018 (the "Loan Agreement") by and among the Grantor, Agent, the Secured Parties, and certain other borrowers that are parties thereto, the Grantor executed and delivered to the Agent that certain Intellectual Property Security Agreement dated as of November 23, 2018 (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, Grantor granted to Agent, for the ratable benefit of the Secured Parties, a security interest in Grantor's Intellectual Property (as such term is defined in the Loan Agreement), including without limitation, the patents described on Exhibit A (the "Patents") and the trademarks described on Exhibit B (the "Trademarks");

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office; and

WHEREAS, Grantor has requested and Agent has agreed to 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, the Agent and the Secured Parties may have in the Intellectual Property pursuant to the IP Security Agreement.

#### Agreement

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

- 1. <u>Release of Security Interest</u>. Agent, on behalf of itself and the Secured Parties, their 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 IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under Grantor's Intellectual Property (as such term is defined in the Loan Agreement), including without limitation, the Patents and the Trademarks.
- 2. <u>Further Assurances</u>. Agent agrees to take all further actions, and provide to the 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 the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release. Agent agrees that this Release may be filed by Grantor with the United States Patent and Trademark Office.
- 3. <u>Governing Law.</u> 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).

[Signature Page Follows]

# [SIGNATURE PAGE TO PAYOFF LETTER]

This payoff letter shall become effective only when signed by Agent and accepted by Borrower in the space provided below.

Very truly yours,

**AGENT:** 

RUNWAY GROWTH CREDIT FUND INC.

Name: Thomas B. Raterman

Title: CFO

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

Title: CFO

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# **Exhibit A - Patents**

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Mobius Imaging	Mobile Medical Imaging System and Methods	8,118,488	2-12-2012
Mobius Imaging	Mobile Medical Imaging System and Methods	9,408,554	8-9-2016
Mobius Imaging	Mobile Medical Imaging System and Methods	9,700,272	7-11-2017
Mobius Imaging	Mobile Medical Imaging System and Methods	15/645,032	7-10-2017
Mobius Imaging	Drive System for Imaging Device	8,753,009	6-17-2014
Mobius Imaging	Drive System for Imaging Device	9,185,301	11-10-2015
Mobius Imaging	Drive System for Imaging Device	9,655,572	5-23-2017
Mobius Imaging	Diagnostic Imaging Apparatus with Airflow	8,770,839	7-8-2014
Mobius Imaging	Cooling System Diagnostic Imaging Apparatus with Airflow Cooling System	9,462,984	10-11-2016
Mobius Imaging	Mobile X-ray Imaging System	9,737,273	8-22-2017
Mobius Imaging	Mobile X-ray Imaging System	15/674,842	8-11-2017
Mobius Imaging	Detector System for Imaging Device	9,125,613	9-8-2015
Mobius Imaging	Detector System for Imaging Device	9,980,689	5-29-2018
Mobius Imaging	Multi-Plane X-ray Imaging System and Method	9,526,461	12-27-2016
Mobius Imaging	Vertical Scan Imaging System	13/916,869	6-13-2013
Mobius Imaging	Multi-Directional X-ray Imaging System with Single Support Column	9,962,132	5-8-2018
Mobius Imaging	Multi-Directional X-Ray Imaging System	15/972,964	5-7-2018
Mobius Imaging	Method and System for X-ray CT Imaging	9,111,379	8-18-2015
Mobius Imaging	Method and System for X-ray CT Imaging	9,576,378	2-21-2017
Mobius Imaging	Method and System for X-ray CT Imaging	9,978,157	5-22-2018
Mobius Imaging	Caster System for Mobile Apparatus	9,801,592	10-31-2017
Mobius Imaging	Caster System for Mobile Apparatus	15/718,164	9-28-2017
Mobius Imaging	Caster System for Mobile Apparatus	15/718,240	9-28-2017
Mobius Imaging	Mobile X-ray Imaging System	14/211,822	3-14-2014
Mobius Imaging	Integrated Medical Imaging and Surgical Robotic System	15/227,119	4-15-2016
Mobius Imaging	Table System for	15/685,955	8-24-2017
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Medical Imaging		
Cantilevered X-ray CT	15/817,672	11-20-2017
System for Multi-Axis		
Imaging		
Medical X-ray Imaging	62/644,032	3-16-2018
Systems and Methods		
Integrated Medical	15/130,258	4-15-2016
Imaging and Surgical		
	System for Multi-Axis Imaging Medical X-ray Imaging Systems and Methods	Cantilevered X-ray CT System for Multi-Axis Imaging Medical X-ray Imaging Methods Systems and Methods Integrated Medical Imaging and Surgical  15/817,672 15/817,672 15/817,672 15/817,672 15/817,672 15/817,672 15/817,672

Agent's security interest recorded at the U.S. Patent and Trademark Office on November 26, 2018 at Reel Number 047585 and Frame Number 0089.

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Exhibit B - Trademarks

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Mobius Imaging	"MOBIUS IMAGING"	4,347,023	6-4-2013
Mobius Imaging	"MOBIUS IMAGING" (stylized)	4,347,024	6-4-2013
Mobius Imaging	"MobiCT"	4,538,070	5-27-2014
Mobius Imaging	Intersecting Circles Logo	87/882,544	4-18-2018
Mobius Imaging	"MOBIUS" (stylized with logo)	4,962,243	5-24-2016
Mobius Imaging	"MOBIUS" (stylized with logo & color)	4,962,244	5-24-2016
Mobius Imaging	"Mobius Imaging Now You See" (stylized with logo)	5,008,441	7-26-2016
Mobius Imaging	"Mobius Imaging Now You See" (stylized with logo & color)	5,008,442	7-26-2016
Mobius Imaging	"OMNIAXIS CT"	86/961,486	4-1-2016
Mobius Imaging	"VERSO"	86/961,368	4-1-2016
Mobius Imaging	"VERSO" (stylized with logo)	86/961,399	4-1-2016
Mobius Imaging	"VERSO" (stylized with logo & color)	86/961,386	4-1-2016
Mobius Imaging	"VERSO OMNIAXIS CT"	86/961,412	4-1-2016
Mobius Imaging	"VERSO OMNIAXIS CT" (stylized with logo & color)	86/961,444	4-1-2016
Mobius Imaging	"VERSO OMNIAXIS CT" (stylized with logo)	86/961,464	4-1-2016
Mobius Imaging	Circle Logo	86/961,524	4-1-2016
Mobius Imaging	Circle Logo (with color)	86/961,504	4-1-2016
Mobius Imaging	"TruCT"	87/537,430	7-21-2017

Agent's security interest recorded at the U.S. Patent and Trademark Office on November 26, 2018 at Reel Number 6535 and Frame Number 0056.

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**RECORDED: 10/21/2019**