

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HERCULES CAPITAL, INC.		12/12/2019	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUANTA FLUID SOLUTIONS LIMITED		
<b>Street Address:</b>	1-3 Tything Road, ALCESTER		
<b>City:</b>	Warwickshire		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	B49 6EU		
<b>Entity Type:</b>	Limited Liability Company: ENGLAND AND WALES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4788983	SC+	
<b>Registration Number:</b>	4897177	Q QUANTA	
<b>Registration Number:</b>	5010766	QUANTA DIALYSIS TECHNOLOGIES	
<b>Registration Number:</b>	5010767	QUANTA FLUID SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>			
<b>Phone:</b>	312-554-8000		
<b>Email:</b>	aib@pattishall.com, kep@pattishall.com		
<b>Correspondent Name:</b>	Ashly I. Boesche		
<b>Address Line 1:</b>	200 South Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	2986-04-04		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Ashly I. Boesche		
<b>Address Line 1:</b>	200 South Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5896		
<b>NAME OF SUBMITTER:</b>	Ashly Boesche		

CH \$115.00 4788983

<b>SIGNATURE:</b>	/Ashly Boesche/
<b>DATE SIGNED:</b>	01/28/2020
<b>Total Attachments: 10</b> source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page1.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page2.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page3.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page4.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page5.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page6.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page7.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page8.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page9.tif source=Quanta - Hercules Capital Inc Payoff Letter & Deed of Release - 12 Dec 19#page10.tif	



December 12, 2019

Quanta Dialysis Technologies Limited  
Attention: Willem Baralt  
Tything Road  
Alcester  
Warwickshire  
B49 6EU  
United Kingdom

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (the “**Loan Agreement**”), entered into and effective as of March 31, 2016, by and among Quanta Dialysis Technologies Limited, a Private Limited Company organized under the laws of England and Wales with registration number 6641134, and each of its Qualified Subsidiaries (collectively referred to as the “**Borrower**”), the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as the “**Lender**”) and Hercules Capital, Inc., in its capacity as administrative agent for itself and the Lender (in such capacity, the “**Agent**”). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of its indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the “**Obligations**”) payable under the Loan Agreement. This letter (the “**Payoff Letter**”) will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

**Payoff Amount; Wiring Instructions.** The “**Payoff Amount**” is U.S. \$2,658,341.43 through and until 1:00 p.m. Eastern time on December 12, 2019 (the “**Payoff Date**”). If Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of U.S. \$588.89 per day (the “**Per Diem Amount**”) until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The Payoff Amount and Per Diem Amount quoted herein are effective through December 31, 2019.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name: Wells Fargo Bank, N.A.  
Address: 9062 Old Annapolis Road  
Columbia, MD 21045  
ABA#: 121000248

{Quanta Payoff Letter}

Account Name:	Hercules Capital
Account #:	4124015488
Reference:	Further Credit to: Hercules Technology Growth Capital, Inc. – Custodial Account # 84270700

**Termination of Obligations.** Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and all other documents entered into in connection with the Loan Agreement shall be terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 6.3, 8.1, 11.14 and 11.17 of the Loan Agreement shall survive the termination of the Loan Agreement.

**Lender's Agreements.** Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amount, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Agent and Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Agent and Lender in connection with the transactions contemplated by the Loan Agreement shall be automatically terminated, without further action of or consent by the Lender.

(b) Agent or Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) Agent or Lender shall execute and deliver the Deed of Release attached hereto as Schedule A.

(d) Agent and Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule B.

The Agent and Lender further agree that, at any time and from time to time following receipt of the Payoff Amount, Agent and Lender will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Lender pursuant to the Loan Agreement or any other agreement executed and/or delivered in connection therewith, in each case, at Borrower's sole expense.

**Release.** For and in consideration of the agreements of the Agent and Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Agent and Lender, each of their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the “**Released Parties**”) from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

**Counterparts; Facsimile Delivery.** Agent and Lender hereby request that Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

**Governing Law.** The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).

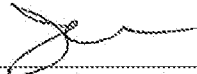
[Signature Pages Follow]



Very truly yours,

**AGENT AND LENDER:**

**HERCULES CAPITAL, INC.**

By:   
Name: Jennifer Choe  
Title: Assistant General Counsel

**ACCEPTED AND AGREED:**

**QUANTA FLUID SOLUTIONS LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**QUANTA DIALYSIS TECHNOLOGIES LIMITED**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301  
TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM



Very truly yours,

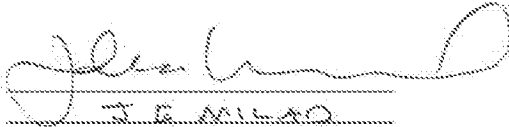
**AGENT AND LENDER:**

**HERCULES CAPITAL, INC.**

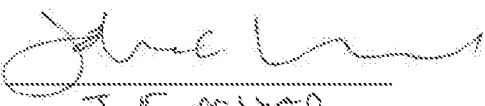
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**QUANTA FLUID SOLUTIONS LIMITED**

By:   
Name: J. E. MIRANO  
Title: CEO

**QUANTA DIALYSIS TECHNOLOGIES LIMITED**

By:   
Name: J. E. MIRANO  
Title: CEO

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400 HAMILTON AVENUE, SUITE 310, PALO ALTO, CA 94301

TEL: 650-289-3060 | FAX: 650-473-9194 | WWW.HTGC.COM

{Quanta Payoff Letter}



Schedule A

(See attached)



## Deed of Release

This deed is dated:

12 DECEMBER 2019

### PARTIES

- (1) QUANTA DIALYSIS TECHNOLOGIES LIMITED incorporated and registered in England and Wales with company number 6641134 whose registered office is at Tything Road, Alcester, Warwickshire B49 6EU, England (Borrower);
- (2) HERCULES CAPITAL, INC. incorporated and registered in Maryland, U.S.A. whose registered office is at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301, U.S.A., in its capacity as administrative agent for itself as the lender (Lender).

### BACKGROUND

- (A) Under a loan and security agreement dated 31 March 2016 between the Borrower and the Lender, the Borrower granted to the Lender certain mortgages and charges over its assets.
- (B) The Lender has agreed to release the assets from the mortgages and charges created under the Security Agreement, to reassign to the Borrower all assets assigned to the Lender by way of security under the Security Agreement and to release the Borrower from its obligations to the Lender under the Security Agreement.

### AGREED TERMS

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Security Agreement shall have the same meaning when used in this deed, unless defined below. In addition, the definitions below apply in this deed.

**Charged Assets:** all the property, rights, title, interests and other assets mortgaged or charged to the Lender by or pursuant to the Security Agreement.

**Security Agreement:** a loan and security agreement dated 31 March 2016 between the Borrower and the Lender.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

#### 2. RELEASE AND REASSIGNMENT

- 2.1 The Lender absolutely, irrevocably and unconditionally:

- (a) releases the Security created by the Borrower over the Charged Assets by or pursuant to the Security Agreement;
- (b) releases the Borrower from all its covenants, liabilities and obligations under the Security Agreement; and
- (c) reassigns to the Borrower absolutely all or any part of the Charged Assets (if any) assigned to the Lender by or pursuant to the Security Agreement.

#### 3. FURTHER ASSURANCE

The Lender shall, at the request and cost of the Borrower, promptly execute and deliver such documents and perform

all such acts as may be required to give full effect to the releases and reassignments contained in clause 2.

**4. COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

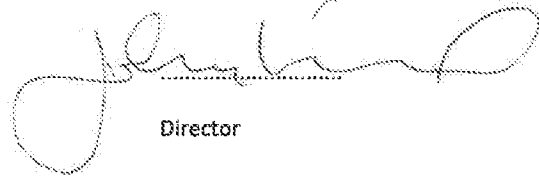
5.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

**QUANTA DIALYSIS TECHNOLOGIES LIMITED**

acting by John E. Milad a director, in the presence of:



Director

Witness Signature J. M. Allso

Name STEPHANIE ALLSO

Address 15 DAGNELL END ROAD, B98 9BJ

Executed as a deed by

**HERCULES CAPITAL, INC.**

acting by an authorised signatory, in the presence of:

.....

Authorised Signatory

Witness Signature.....

Name.....

Address.....

all such acts as may be required to give full effect to the releases and reassignments contained in clause 2.

**4. COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

**5. GOVERNING LAW AND JURISDICTION**

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5.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have non-exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

**QUANTA DIALYSIS TECHNOLOGIES LIMITED**

acting by John E. Milad a director, in the presence of:

.....  
Director

Witness Signature.....

Name.....

Address.....

Executed as a deed by

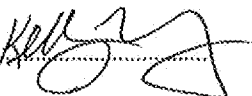
**HERCULES CAPITAL, INC.**

acting by an authorised signatory, in the presence of:

  
.....

Authorised Signatory

Witness Signature



Name.. Kelley McCarthy

Address.. 31 St. James Ave, Suite 730  
Boston, MA 02116



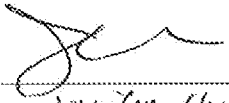
Schedule B

CONFIRMATION OF RECEIPT OF FULL PAYMENT  
OF THE PAYOFF AMOUNT

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of December 12, 2019 (the "*Payoff Letter*") to Quanta Dialysis Technologies Limited. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

**AGENT AND LENDER:**

**HERCULES CAPITAL, INC.**

By:   
Name: Jennifer Choo  
Title: Assistant General Counsel

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