

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest recorded at Reel 6038/Frame 0913		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Commonwealth Bank		06/08/2020	National Banking Association: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CardiacAssist, Inc.		
Street Address:	620 Alpha Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5131790	PROTEK DUO	
Registration Number:	5282077	PROTEK SOLO	
Registration Number:	2884588	TANDEMHEART	
Registration Number:	5064789	TANDEMLIFE	
Registration Number:	5050270	TANDEMLUNG	
Registration Number:	5162306	VOYAGERVEST	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	56878-00013		
NAME OF SUBMITTER:	Stephanie Kann		

CH \$165.00 5131790

SIGNATURE:	/stephanie kann/
DATE SIGNED:	06/08/2020
Total Attachments: 5 source=CardiacAssist TM Release#page1.tif source=CardiacAssist TM Release#page2.tif source=CardiacAssist TM Release#page3.tif source=CardiacAssist TM Release#page4.tif source=CardiacAssist TM Release#page5.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made effective as of April 4, 2018, by FIRST COMMONWEALTH BANK, in its capacity as Grantee under (and as defined in) the Security Agreement referred to below (the “Grantee”) for the benefit of CARDIACASSIST, INC., a Delaware corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement (as defined below), Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantor and the Grantee are parties to that certain (i) Loan Agreement, dated as of April 7, 2017 (as amended, modified, supplemented or restated from time to time, the “Loan Agreement”); (ii) Patent, License, Trademark and Copyright Security Agreement, dated as of April 7, 2017 (as amended, modified, supplemented or restated from time to time, the “Security Agreement”); and (iii) Notice of Security Interest U.S. Trademarks, dated as of April 7, 2017 (as amended, modified, supplemented or restated from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor has granted to the Grantee a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 20, 2017 at Reel 6038 and Frame 0913; and

WHEREAS, the Grantor and the Grantee are parties to that certain Payoff Letter dated as of April 4, 2018; and

WHEREAS, Grantor has requested that the Grantee release, and the Grantee is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

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

1. The Grantee does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby terminate, cease and become void. The Grantee hereby assigns, transfers

and conveys any and all right, title or interest of the Grantee in the Trademark Collateral to the Grantor.

2. The Grantee, does hereby terminate and cancel the Trademark Security Agreement.


3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed effective as of the date first written above.

FIRST COMMONWEALTH BANK, as Grantee

By: 
Name: Mark Woleslagle
Title: Vice President
Date: June 8, 2020

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY INTEREST
TRADEMARKS

Mark	Country	Reg. No. (Appl. No.)	Registered (Filed)	Status	Owner
PROTEK DUO	United States	5,131,790	1/31/2017	Registered	CardiacAssist, Inc.
PROTEK SOLO	United States	5,282,077	9/5/2017	Registered	CardiacAssist, Inc.
TANDEMHEART	European Union	002124535	6/17/2002	Registered	CardiacAssist, Inc.
TANDEMHEART	Switzerland	P-487538	7/26/2001	Registered	CardiacAssist, Inc.
TANDEMHEART	United States	2,884,588	9/14/2004	Registered	CardiacAssist, Inc.
TANDEMLIFE	Canada	TMA946965	8/22/2016	Registered	CardiacAssist, Inc.
TANDEMLIFE	Germany	302015032123	6/22/2015	Registered	CardiacAssist, Inc.
TANDEMLIFE	United States	5,064,789	10/18/2016	Registered	CardiacAssist, Inc.
TANDEMLUNG	Argentina	2769474	11/20/2015	Registered	CardiacAssist, Inc.
TANDEMLUNG	Benelux	968757	3/18/2015	Registered	CardiacAssist, Inc.
TANDEMLUNG	Canada	TMA940260	6/8/2016	Registered	CardiacAssist, Inc.
TANDEMLUNG	Germany	302015008846	4/16/2015	Registered	CardiacAssist, Inc.
TANDEMLUNG	Israel	271311	8/1/2016	Registered	CardiacAssist, Inc.
TANDEMLUNG	Italy	1658419	11/26/2015	Registered	CardiacAssist, Inc.
TANDEMLUNG	Saudi Arabia	1436007455	7/9/2015	Registered	CardiacAssist, Inc.

Mark	Country	Reg. No. (Appl. No.)	Registered (Filed)	Status	Owner
TANDEMLUNG	South Africa	(2015/00233)	(1/5/2015)	Pending	CardiacAssist, Inc.
TANDEMLUNG	Switzerland	671374	3/30/2015	Registered	CardiacAssist, Inc.
TANDEMLUNG	United States	5,050,270	9/27/2016	Registered	CardiacAssist, Inc.
VOYAGERVEST	United States	5,162,306	3/14/2017	Registered	CardiacAssist, Inc.