# CH \$640.00 511473

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM584423

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BLUE TORCH FINANCE LLC, AS COLLATERAL AGENT		07/02/2020	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	MIMEDX GROUP, INC.	
Street Address:	775 West Oak Commons Ct. NE	
City:	Marietta	
State/Country:	GEORGIA	
Postal Code:	30062	
Entity Type:	Corporation: FLORIDA	

## **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark		
Registration Number:	5114737	STEM CELL MAGNET		
Registration Number:	5102072	AMNIOCORD		
Registration Number:	5380224	AMNIOFIX		
Registration Number:	5143475	AMNIOFILL		
Registration Number:	5097320	AMNIOVANTAGE		
Registration Number:	4645611	AMNIOMEND		
Registration Number:	5286443	MIMEDX		
Registration Number:	5228437	COLLAFIX		
Registration Number:	5482084	PURION		
Registration Number:	5596477	LYOPUR		
Registration Number:	5407620	MIMEDX		
Registration Number:	3558221	PURION		
Registration Number:	5101984	EPICORD		
Registration Number:	5613558	BEYOND YOUR FINISH LINE		
Registration Number:	5613165	BEYOND YOUR FINISH LINE		
Registration Number:	4056906	MIMEDX		
Registration Number:	4921133	EPIBURN		
Registration Number:	4457711	EPIFIX		
Registration Number:	3558220	EPIFIX		
		TRADEMARK		

900556858 REEL: 006989 FRAME: 0218

Property Type	Number	Word Mark	
Registration Number:	4017234	AMNIOFIX	
Registration Number:	5213002	MIMEDX	
Registration Number:	5407621	AMNIOFIX	
Registration Number:	3561758	SURGICAL BIOLOGICS	
Serial Number:	87027937	EPIFILL	
Serial Number:	86746503	ALLOVISC	

#### **CORRESPONDENCE DATA**

**Fax Number:** 6175269899

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:** 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	34089 / 017
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/02/2020

### **Total Attachments: 4**

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# RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of July 2, 2020 (this "Release"), is made by BLUE TORCH FINANCE LLC, a Delaware limited liability company, as collateral agent acting for the benefit of the Secured Parties (in such capacity, "Collateral Agent"), in favor of MIMEDX GROUP, INC., a Florida corporation with an address of 1775 West Oak Commons Ct. NE Marietta, GA 30062 (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties to that certain (i) Guaranty and Security Agreement, dated as of June 10, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of June 10, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent a Lien on and security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark registrations and applications listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on June 10, 2019 at reel 6666, frame 0336; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of June 29, 2020, by and between among others, the Grantor and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement, (b) terminate the Liens and security interest in the Trademark Collateral, (c) cancel, release and relinquish and discharge its Liens on and security interest in the Trademark Collateral, and (d) re-assign, re-transfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination of Security Interest in Trademark Collateral by its duly authorized officer as of the date first written above.

BLUE TORCH FINANCE LLC, as Collateral Agent

By: Blue Torch Capital LP, a Delaware limited partnership

Its: Managing Member

Name: Kevin Genda

Title: Authorized Signatory

# **SCHEDULE A**

## Trademark Collateral

# **U.S. Trademark Registrations and Applications**

# **U.S. Trademark Registrations**

Owner	Mark	App. No.	App. Date	Reg. No.	Reg. Date
MiMedx Group, Inc.	STEM CELL MAGNET	85724610	9/10/2012	5114737	1/3/2017
MiMedx Group, Inc.	AMNIOCORD	86968009	4/7/2016	5102072	12/13/2016
MiMedx Group, Inc.	AMNIOFIX	87502991	6/23/2017	5380224	1/16/2018
MiMedx Group, Inc.	AMNIOFILL	87027924	5/6/2016	5143475	2/14/2017
MiMedx Group, Inc.	AMNIOVANTAGE	86949054	3/22/2016	5097320	12/6/2016
MiMedx Group, Inc.	AMNIOMEND	85720577	9/5/2012	4645611	11/25/2014
MiMedx Group, Inc.	MIMEDX (& Design)	87431481	5/1/2017	5286443	9/12/2017
MiMedx Group, Inc.	COLLAFIX	86211928	3/5/2014	5228437	6/20/2017
MiMedx Group, Inc.	PURION	87346171	2/22/2017	5482084	5/29/2018
MiMedx Group, Inc.	LYOPUR	87347185	2/23/2017	5596477	10/30/2018
MiMedx Group, Inc.	MIMEDX	87580482	8/23/2017	5407620	2/20/2018
MiMedx Group, Inc.	PURION	77139180	3/23/2007	3558221	1/6/2009
MiMedx Group, Inc.	EPICORD	86923186	2/29/2016	5101984	12/13/2016
	BEYOND YOUR FINISH				
MiMedx Group, Inc.	LINE (& Design)	87753514	1/12/2018	5613558	11/20/2018
	BEYOND YOUR FINISH				
MiMedx Group, Inc.	LINE	87599841	9/7/2017	5613165	11/20/2018
MiMedx Group, Inc.	MIMEDX	77912541	1/15/2010	4056906	11/15/2011
MiMedx Group, Inc.	EPIBURN	86543738	2/24/2015	4921133	3/22/2016
MiMedx Group, Inc.	EPIFIX	85783893	11/20/2012	4457711	12/31/2013
MiMedx Group, Inc.	EPIFIX	77139171	3/23/2007	3558220	1/6/2009
MiMedx Group, Inc.	AMNIOFIX	85196194	12/13/2010	4017234	8/23/2011
MiMedx Group, Inc.	MIMEDX	87203302	10/14/2016	5213002	5/30/2017
MiMedx Group, Inc.	AMNIOFIX	87580508	8/23/2017	5407621	2/20/2018
	SURGICAL BIOLOGICS				
MiMedx Group, Inc.	(& Design)	77134765	3/19/2007	3561758	1/13/2009

# **U.S. Trademark Applications**

Owner	Mark	App. No.	App. Date
MiMedx Group, Inc.	EPIFILL	87027937	5/6/2016
MiMedx Group, Inc.	ALLOVISC	86746503	9/3/2015

**RECORDED: 07/02/2020**