# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM617599

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement			

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pumpernickel Holdings, LLC, as Administrative Agent		12/29/2020	Limited Liability Company: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	Flowonix Medical Incorporated
Street Address:	500 International Drive, Suite 200
City:	MT. Olive
State/Country:	NEW JERSEY
Postal Code:	07828
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 7**

Property Type Number		Word Mark			
Registration Number:	2971195	FLUENT			
Registration Number: 3247885 F		PROMETRA			
Registration Number: 3661678		IMPLANTING CONFIDENCE			
Registration Number:	4227126	FLOWONIX			
Registration Number:	4882959	FAV			
Registration Number:	5161637	PTC			
Serial Number:	87379094	PROTOUCH			

## **CORRESPONDENCE DATA**

Fax Number: 6175236850

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: 617-523-2700

susan.dinicola@hklaw.com,maryellen.stanley@hklaw.com Email:

Holland & Knight LLP **Correspondent Name:** Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola			
SIGNATURE:	/Susan C. DiNicola/			
DATE SIGNED:	12/30/2020			

# Total Attachments: 7 source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page1.tif source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page2.tif source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page3.tif source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page4.tif source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page5.tif source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page6.tif source=Termination and Release of Intellectual Property Security Agreement \_ Pumpernickel#page7.tif

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY

SECURITY AGREEMENT ("Release") is made as of this 29th day of December, 2020, by

PUMPERNICKEL HOLDINGS, LLC, ., in its capacity as administrative agent ("Agent"), in
favor of FLOWONIX MEDICAL INCORPORATED, a Delaware corporation, ("Grantor").

WHEREAS, Grantor entered into a certain Intellectual Property Security Agreement, dated May 12, 2017 with Agent, notice of which was recorded with the United States Patent Assignment Branch of the United States Patent and Trademark Office on May 22, 2017 at Reel 042448, Frame 0122 and at the United States Trademark Assignment Branch of the United States Patent and Trademark Office on May 31, 2017 at Reel 006069, Frame 0855 (collectively the "Security Agreement"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement.

WHEREAS, Grantor granted to Agent, under the terms of the Security Agreement, a Security Interest in favor of Agent, in and to all of their right, title and interest in and to the Patent Collateral, including without limitation the Patents and Trademarks listed in <a href="Exhibits A">Exhibits A</a> and B.

WHEREAS, Agent has agreed to terminate and release its Security Interest in all such Collateral as herein provided.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby (i) terminates the Security Agreement, (ii) releases, terminates and discharges its Security Interest in the Collateral, including the Patents and Trademarks listed on <a href="Exhibits A and B">Exhibits A and B</a> attached hereto and made a part hereof, (iii) assigns, transfers and conveys to Grantor any interest in such Patents and Trademarks, including the

Security Interest and (iv) authorizes the recordation of this Release by the Grantor or its designee with the USPTO.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

PUMPERNICKEL HOLDINGS LLC., as

Agent

By: Name:

Raj Patel/

Title: Authorized Signatory

# **EXHIBIT A**

# **Patents**

(see attached)

# **EXHIBIT B**

# **Trademarks**

(see attached)

# **EXHIBIT A**

# **PATENTS**

Appl No.	Publication No.	Patent No.	Filed	Issued	Expiration	Title
11/906,826	2009- 0093797	8,273,058	10/4/2007	9/25/2012	10/4/2027	Two-Way Accumulator Programmable Valve Pump
13/608,583	2013- 0023857	8,696,627	9/10/2012	4/15/2014	10/4/2027	Two-Way Accumulator Programmable Valve Pump
10/180,708	2004- 0002693	7,452,354	6/26/2002	11/18/2008	6/26/2022	Implantable Pump Connector for Catheter Attachment
11/008,446	2005- 0096635	7,927,325	12/9/2004	4/19/2011	6/26/2022	Implantable Pump Connector for Catheter Attachment
12/556,184	2011- 0060318	9,125,982	9/9/2009	9/8/2015	5/27/2032	Methods and Systems for Providing Metered Doses of a Compound to an Individual
12/074,570	2009- 0227989	8,551,044	3/5/2008	9/18/2013	11/7/2029	Multiple Reservoir Implantable Drug Infusion Device and Method
12/288,659	2010- 0089487	8,545,477	10/22/2008	9/11/2013	1/13/2030	Multiple Reservoir Implantable Drug Infusion Device and Method
12/220,593	2010- 0021311	7,828,792	7/25/2008	11/9/2010	2/4/2029	MRI Compatible Programmable Valve Pump
09/481,298		6,764,472	1/11/2000	7/20/2004	1/11/2020	Implantable Refillable Infusion Device
10/169,821	2003- 0208184	7,108,686	11/13/2002	9/19/2006	2/6/2022	implantable, Refiliable Infusion Device and Septum Replacement Kit
12/555,257	2010- 0152713	9,180,282	9/8/2009	11/10/2015	9/30/2031	Implantable Drug Delivery System Having Periodic Drug Delivery Regimen to Avoid Granulomas
14/136,948	2014- 0194851	Pending	12/20/2013		***	Flow Actuated Valve for Implantable Drug Delivery Device
15/098,631	2016- 0303313	Pending	4/14/2016	<b>**</b>	page .	Patient Programmer for Implantable Drug Delivery Device
15/098,663	2016- 0303318	Pending	4/14/2015	<u></u>	**************************************	Implantable Drug Delivery System with Flow Measurement Capabilities
14/171,840	2014- 0228765	Pending	2/4/2014	gring		Needle Penetration Detection Method and Device for Refiliable and Implantable Drug Delivery Systems

# EXHIBIT B

# **TRADEMARKS**

Appl No.	Registration No.	Filed	Registration Date	Mark
76/307,114	2971195	8/31/2001	7/19/2005	FLUENT
76/413,639	3247885	5/30/2002	5/29/2007	PROMETRA
77/410,879	3661678	3/3/2008	7/28/2009	IMPLANTING CONFIDENCE
85/382,401	4227126	7/27/2011	10/16/2012	FLOWONIX
86/490,191	4882959	12/24/2014	1/5/2016	FAV
86/526,799	5161637	2/6/2015	3/14/2017	РТС
87/379,094	Pending	3/21/2017	***	ProTouch

TRADEMARK REEL: 007151 FRAME: 0677

**RECORDED: 12/30/2020**