

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hercules Capital, Inc.		01/11/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flowonix Medical Incorporated		
<b>Street Address:</b>	600 International Drive, Suite 200		
<b>City:</b>	Mt. Olive		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07828		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2971195	FLUENT	
<b>Registration Number:</b>	3247885	PROMETRA	
<b>Registration Number:</b>	3661678	IMPLANTING CONFIDENCE	
<b>Registration Number:</b>	4227126	FLOWONIX	
<b>Registration Number:</b>	4882959	FAV	
<b>Registration Number:</b>	5161637	PTC	
<b>Serial Number:</b>	87657325	ONTARGET	
<b>Serial Number:</b>	87703460	FLOWONIX MAESTRO	
<b>Serial Number:</b>	87657332	SUREFILL TECHNOLOGY	
<b>Serial Number:</b>	87947759	PROVIEW	
<b>Serial Number:</b>	87657343	JET-STREAM TECHNOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,maryellen.stanley@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		

OP \$290.00 2971195

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	01/13/2021
<b>Total Attachments: 7</b> source=Flowonix - Termination and Release of Intellectual Property Security Agreement#page1.tif source=Flowonix - Termination and Release of Intellectual Property Security Agreement#page2.tif source=Flowonix - Termination and Release of Intellectual Property Security Agreement#page3.tif source=Flowonix - Termination and Release of Intellectual Property Security Agreement#page4.tif source=Flowonix - Termination and Release of Intellectual Property Security Agreement#page5.tif source=Flowonix - Termination and Release of Intellectual Property Security Agreement#page6.tif source=Flowonix - Termination and Release of Intellectual Property Security Agreement#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 11th day of January, 2021, by HERCULES CAPITAL, INC., in its capacity as agent (“Agent”), in favor of FLOWONIX MEDICAL INCORPORATED, a Delaware corporation, (“Grantor”).

WHEREAS, Grantor entered into a certain Intellectual Property Security Agreement, dated September 21, 2018 with Agent, notice of which was recorded with the Patent Assignment Branch of the United States Patent and Trademark Office on September 21, 2018 at Reel 046944, Frame 0066 and at the Trademark Assignment Branch of the United States Patent and Trademark Office at Reel 006442, Frame 0721 (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 Exhibits 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 Exhibits A and B 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.

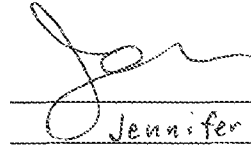
IN WITNESS WHEREOF, Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

HERCULES CAPITAL, INC., as Agent

By:

Name:

Title:



Jennifer Choe

Authorized Signatory

**EXHIBIT A**

**Patents**

(see attached)

## EXHIBIT A

## PATENTS

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
Two-Way Accumulator Programmable Valve Pump	8,273,058	9/25/2012
Two-Way Accumulator Programmable Valve Pump	8,696,627	4/15/2014
Implantable Pump Connector for Catheter Attachment	7,452,354	11/18/2008
Implantable Pump Connector for Catheter Attachment	7,927,325	4/19/2011
Methods and Systems for Providing Metered Doses of a Compound to an Individual	9,125,982	9/8/2015
Multiple Reservoir Implantable Drug Infusion Device and Method	8,551,044	9/18/2013
Multiple Reservoir Implantable Drug Infusion Device and Method	8,545,477	9/11/2013
MRI Compatible Programmable Valve Pump	7,828,792	11/9/2010
Implantable Refillable Infusion Device	6,764,472	7/20/2004
Implantable, Refillable Infusion Device and Septum Replacement Kit	7,108,686	9/19/2006
Implantable Drug Delivery System Having Periodic Drug Delivery Regimen to Avoid Granulomas	9,180,282	11/10/2015
Flow Actuated Valve for Implantable Drug Delivery Device	14/136,948	12/20/2013
Implantable Drug Delivery Device With Flow Measuring Capabilities	9,700,669	7/11/2017
Patient Programmer for Implantable Drug Delivery Device	10,010,670	7/3/2018
Patient Programmer for Implantable Drug Delivery Device	9,968,734	5/15/2018
Patient Programmer for Implantable Drug Delivery Device	16/000,997	6/6/2018
Implantable Drug Delivery Device with Flow Measurement Capabilities	15/098,663	4/14/2016
Implantable Drug Delivery Device with Flow Measurement Capabilities	16/039,964	7/19/2018
Two-Stage Locking Catheter Spice Assembly	15/934,232	3/23/2018

**EXHIBIT B**

**Trademarks**

(see attached)



EXHIBIT B  
TRADEMARKS

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Fluent	2971195	July 19, 2005
Prometra	3247885	May 29, 2007
Implanting Confidence	3661678	July 28, 2009
Flowonix	4227126	October 16, 2012
FAV	4882959	January 5, 2016
FTC	5161637	March 14, 2017
TruDose	87657359	October 24, 2017
OnTarget	87657325	October 24, 2017
FLOWONIX MAESTRO	87703460	November 30, 2017
SureFill Technology	87657332	October 24, 2017
Zero-Rate Technology	87657662	October 24, 2017
ProView	87947759	June 4, 2018
Jet-Stream Technology	87657343	October 24, 2017