

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC LENDING, LLC		03/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPSULE TECHNOLOGIES, INC.		
Street Address:	5775 Morehouse Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4598926	FIT	
Registration Number:	4611270	FIT FREQUENCY, INTENSITY, TENACITY	
Registration Number:	4586156	HAT TRICK MOTION	
Registration Number:	4631153	TRIO	
Registration Number:	4832475	TRIO MOTION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2024347300		
Email:	JBForrest@mintz.com		
Correspondent Name:	MINTZ		
Address Line 1:	701 PENNSYLVANIA AVENUE, NW		
Address Line 2:	SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20004		
NAME OF SUBMITTER:	JOHN B. FORREST		
SIGNATURE:	/JOHN B. FORREST/		
DATE SIGNED:	03/04/2021		
Total Attachments: 3			

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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is dated as of March 4, 2021, by TC LENDING, LLC, a Delaware limited liability company, as collateral agent (in such capacity, the “Collateral Agent”), in favor of CAPSULE TECHNOLOGIES, INC. (f/k/a Qualcomm Life, Inc.), a California corporation (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement made by Grantor in favor of Collateral Agent, dated February 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), Collateral Agent was granted a continuing security interest in and to all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto, and all goodwill associated therewith;

WHEREAS, the Trademark Security Agreement was recorded on February 11, 2019 at the United States Patent and Trademark Office at Reel 6556, Frame 0791;

WHEREAS, pursuant to the Payoff Letter, dated as of March 4, 2021, by and between, among others, the Collateral Agent and the Grantor, 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 pursuant to the Trademark Security Agreement 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 representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and the liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and to the Trademark Collateral, including the goodwill of the business symbolized by the Trademark Collateral. The Collateral Agent hereby authorizes the Grantor, and any of its designees, to file this Release and other necessary filings with the United States Patent and Trademark Office and corresponding governmental authorities and agencies throughout the world, and shall take all further actions (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by and at the sole expense of the Grantor, to effect the release and termination of the security interest in the Trademark Collateral and of the Trademark Security Agreement contemplated hereby.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the party hereto has caused this Release and Termination of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

TC LENDING, LLC,
as Collateral Agent

By:  _____

Name: Robert (Bo) Stanley

Title: President

SCHEDULE A

Trademark Registrations:

Country	Mark	Registration Number	Registration Date	Expiry Date	Owner Name
Austria	HEALTHYCIRCLES	1237917 (IR)	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Canada	2NET	TMA860750	09/20/2013	09/20/2028	Capsule Technologies, Inc.
Denmark	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
European Union	2NET	009400953	03/06/2011	09/24/2020	Capsule Technologies, Inc.
European Union	CONTIPRESS	008746381	06/11/2010	12/10/2019	Capsule Technologies, Inc.
European Union	HEALTHY CIRCLES	012595203	04/21/2017	02/13/2024	Capsule Technologies, Inc.
Finland	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Germany	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Hungary	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Int. Agreement & Protocol	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Malaysia	2NET	2011014378	03/27/2015	08/09/2021	Capsule Technologies, Inc.
Norway	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Sweden	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Switzerland	HEALTHY CIRCLES	664974	10/15/2014	06/05/2024	Capsule Technologies, Inc.
United States	FIT & Design	4598926	09/02/2014	09/02/2024	Capsule Technologies, Inc.
United States	FIT FREQUENCY, INTENSITY, TENACITY & Design	4611270	09/23/2014	09/23/2024	Capsule Technologies, Inc.
United States	HAT TRICK MOTION	4586156	08/12/2014	08/12/2024	Capsule Technologies, Inc.
United States	TRIO	4631153	11/04/2014	11/04/2024	Capsule Technologies, Inc.
United States	TRIO MOTION	4832475	10/13/2015	10/13/2025	Capsule Technologies, Inc.

Trademark Applications:

None.