

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWK Funding LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texex Health, Inc.		
Street Address:	26902 Vista Terrace		
City:	Lake Forest		
State/Country:	CALIFORNIA		
Postal Code:	92630		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4579229	TENEX HEALTH	
Registration Number:	4579228	TENEX HEALTH	
Registration Number:	4660881	TENEX HEALTH TX	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 1:	2040 Main St		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	David R. Schmidt		
SIGNATURE:	/David R. Schmidt/		
DATE SIGNED:	04/01/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY RIGHTS**

TERMINATION AND RELEASE dated as of April 1, 2021 from **SWK Funding LLC**, a Delaware limited liability company, as collateral agent for the Lenders to the Credit Agreement (as defined below), having an address at 15770 Dallas Parkway, Suite 1290, Dallas, Texas 75248, (the “Lender”) in favor of **Texex Health, Inc.**, a Delaware corporation having an address at 26902 Vista Terrace, Lake Forest, California 92630 (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of June 30, 2016 made by the Grantor (as defined therein) in favor of the Lender (the “Intellectual Property Security Agreement”), a security interest (the “Security Interest”) was granted by the Grantor to the Lender in IP Collateral, including Patents and Trademarks (as hereinafter defined);

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Patent Office on July 5, 2016 at Reel 039073 and Frame 0180 against the Patent Collateral (as hereinafter defined); and

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Patent Office on September 14, 2016 at Reel 5875 and Frame 0823 against the Trademark Collateral (as hereinafter defined); and

WHEREAS, Lender now desires to terminate and release the entirety of its Security Interest in the IP Collateral, Patent Collateral and Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the IP Collateral pursuant to the Intellectual Property Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Lender hereby states as follows:

1. Definitions.

The term “IP Collateral,” as used herein, shall have the meaning set forth in the Intellectual Property Security Agreement.

The term “Patent Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Patents listed on **Schedule A** hereto. The term “Patents” shall have the meaning provided by reference in the Collateral Agreement.

The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on

Schedule B hereto. The term “Trademarks” shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its Security Interest in the IP Collateral, Patent Collateral and Trademark Collateral and any right, title or interest of the Lender in such IP Collateral, Patent Collateral and Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to affect the release of the Security Interest contemplated hereby.

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

SWK Funding LLC

By: Winston Black
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Name: Winston Black

Title: Chief Executive Officer

SCHEDULE A


PATENTS

Patent	Application Number	Reg. Number	Registration Date
Automated system for rinsing a fluid line of a medical system	09/277,680	6,206,014	3/27/2001
Low profile phaco handpiece	09/434,759	6,234,993	5/22/2001
Non-invasive system and method for measuring vacuum pressure in a fluid	12/291,142	7,845,235	12/07/2010
System and method for minimally invasive tissue treatment	12/650,832	9,795,404	10/24/2017
System and method for minimally invasive tissue treatment	14/514,262	9,730,721	8/15/2017
System and method for minimally invasive tissue treatment	14/830,315	9,888,937	2/13/2018
System and method for minimally invasive tissue treatment	PCT/US2010/062341 (WO 2011/082219)		
Subcutaneous wound debridement	14/475,129	9,962,181	5/8/2018
Subcutaneous wound debridement	PCT/US2015/062341 (WO 2016/085937)		
Laminated needle for ultrasonic applications	14/505,392 (21060096040)		
Laminated needle for ultrasonic applications	PCT/US2015/053812 (WO 2016/054563)		
Systems and methods for tissue	13/493,851	US 9,149,291	10/06/2015

treatment			
Systems and methods for tissue treatment	14/866,472	9,770,257	9/26/2017
Systems and methods for tissue treatment	PCT/US2013/044989 (WO2013/188299)		
System and method for minimally invasive tissue treatment	14/710,478	9,763,689	9/19/2017
System and method for minimally invasive tissue treatment	PCT/US2016/032055		

SCHEDULE B

TRADEMARKS

Trademark	Application Number	Reg. Number	Registration Date
TENEX HEALTH	86/128,672	4,579,229	08/05/2014
TENEX HEALTH and Design 	86/128,649	4,579,228	08/05/2014
TENEX HEALTH TX	86/128,675	4,660,881	12/23/2014