

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636601

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|---|------------------------------------|-----------------------|--|
| 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: | Tenex 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: | corie.wolf@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: | 04/02/2021 | | |
| Total Attachments: 4 | | | |
| source=SWK IP Release Agreement - executed and compiled (for filing)-C1#page1.tif | | | |
| source=SWK IP Release Agreement - executed and compiled (for filing)-C1#page2.tif | | | |
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OP \$90.00 4579229

**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 **Tenex 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:  _____
DocuSigned by:
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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 |

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| 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 |