

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645827

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900609222		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/01/2021	Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CyMedica Orthopedics, Inc.		
Street Address:	19120 N. Pima Rd. Ste135		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4761121	CYMEDICA ORTHOPEDICS	
Registration Number:	4761122	CYMEDICA ORTHOPEDICS	
Registration Number:	4914247	CYMEDICA QB1	
Serial Number:	86819016	CY-MOTION	
Serial Number:	86819004	CYMOTION	
Serial Number:	86941373	CYMEDICA OA1	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480 327 6650		
Email:	trademark@weissbrown.com		
Correspondent Name:	Rebecca Weisenberg		
Address Line 1:	6263 N. Scottsdale Rd. Ste. 340		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	1427.0003		
NAME OF SUBMITTER:	Rebecca Weisenberg		
SIGNATURE:	/Rebecca Weisenberg/		

DATE SIGNED:	05/11/2021
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Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of March 1, 2021 and granted by SILICON VALLEY BANK ("**Bank**"), a California Bank subsidiary of SVB Financial Group, as Bank for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of CYMEDICA ORTHOPEDICS, INC, an Arizona corporation ("**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 23, 2014 (the "**Loan Agreement**") the parties entered in to that certain Intellectual Property Security Agreement by and between the Grantor and the Bank dated as of May 6, 2016 (the "**IP Security Agreement**");

WHEREAS, pursuant to the IP Security Agreement, the Grantor pledged and granted to the Bank a security interest in all of the Grantor's right, title and interest whether presently existing or hereafter acquired, in, to, and under all of the Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 038857, Frame 0090 on June 9, 2016; and

WHEREAS, the Grantor has requested that the Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Bank and the Secured Parties may have in the Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

1. Release of Security Interest. Bank, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**"):

(a) Any and all copyrights rights, copyright applications, copyright registrations, and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth in **Exhibit D** attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. **Further Assurances.** Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK

as Bank

By: 

Name: Milo Bissin

Title: Director


Address for Notices:

4370 La Jolla Village Drive, Suite 1050

San Diego, CA 92122

EXHIBIT C
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Cymedica Orthopedics (design mark) 	US	4761121	06/23/2015
CYMEDICA ORTHOPEDICS	US	4761122	06/23/2015
CYMEDICA QB1	US	4914247	12/11/2013

INACTIVE MARKS

Mark	Jurisdiction	Application Number	Abandonment date
CY-MOTION	US	86819016	8/3/2017
CYMOTION	US	86819004	8/3/2017
CYMEDICA OA1	US	86941373	1/31/2017