

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646513

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900612556		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERCULES CAPITAL, INC., as Agent		03/04/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	908 DEVICES INC.		
Street Address:	645 Summer St., 2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5079374	ZIPCHIP	
Serial Number:	86759562	L908	
Serial Number:	86754539	G908	
Registration Number:	5027435	Q908	
Registration Number:	4569786	M908	
Registration Number:	4556530		
Registration Number:	4552309	908DEVICES	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	127957-228239		

NAME OF SUBMITTER:	Troy Root
SIGNATURE:	/s/ Troy Root
DATE SIGNED:	05/13/2021
Total Attachments: 7 source=Termination and Release of Intellectual Property [Final]#page1.tif source=Termination and Release of Intellectual Property [Final]#page2.tif source=Termination and Release of Intellectual Property [Final]#page3.tif source=Termination and Release of Intellectual Property [Final]#page4.tif source=Termination and Release of Intellectual Property [Final]#page5.tif source=Termination and Release of Intellectual Property [Final]#page6.tif source=Termination and Release of Intellectual Property [Final]#page7.tif	

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Release") is made as of March 4, 2021 (the "Release Date") by HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), for the benefit of 908 DEVICES INC., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor entered into that certain Intellectual Property Security Agreement, dated as of March 15, 2017 with Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"),¹ pursuant to which Debtor granted and pledged to Agent a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

WHEREAS, on March 16, 2017, Agent has recorded with the United States Patent and Trademark Office (the "USPTO"), at Reel 006011, Frame 0557, notices of security interests in the Trademarks; and

WHEREAS, on March 16, 2017, Agent has recorded with the United States Patent and Trademark Office (the "USPTO"), at Reel 041597, Frame 0272, notices of security interests in the Patents; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that Agent release its security interest in the Trademarks and the Patents.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Agent hereby irrevocably and forever terminates the Security Agreement and terminates, releases and discharges the entirety of the security interest and continuing lien on the Trademarks.
2. Recordation of Release. Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO at the Debtor's sole cost and expense.
3. Further Actions. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Security Agreement.

are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

HERCULES CAPITAL, INC., as Agent

By: 

Name: Jennifer Choe

Title: Associate General Counsel

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 007283 FRAME: 0224

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HIGH PRESSURE MASS SPECTROMETRY SYSTEMS AND METHODS	8525111 13732177	09/03/2013 12/31/2012
HIGH PRESSURE MASS SPECTROMETRY SYSTEMS AND METHODS	8816272 14268544	08/26/2014 05/02/2014
HIGH PRESSURE MASS SPECTROMETRY SYSTEMS AND METHODS	8921774 14268288	12/30/2014 05/02/2014
HIGH PRESSURE MASS SPECTROMETRY SYSTEMS AND METHODS	9093253 20140183355 13732218	07/28/2015 07/03/2014 12/31/2012
COMPACT MASS SPECTROMETER	9099286 20140183350 13732066	08/04/2015 07/03/2014 12/31/2012
SAMPLE COLLECTION IN COMPACT MASS SPECTROMETRY SYSTEMS	9502226 20150200083 14596511	11/22/2016 07/16/2015 01/14/2015
HANDHELD SENSOR	D703074 29441109	04/22/2014 12/31/2012
SENSOR DEVICE	D703075 29441110	04/22/2014 12/31/2012
HIGH PRESSURE MASS SPECTROMETRY SYSTEMS AND METHODS	20150318161 14568445	11/05/2015 12/12/2014
COMPACT MASS SPECTROMETER	20160042936 14748477	02/11/2016 06/24/2015

MASS SPECTROMETRY BY DETECTING
POSITIVELY AND NEGATIVELY CHARGED
PARTICLES

20160099137
14872402


04/07/2016
10/01/2015

INTEGRATED MASS SPECTROMETRY SYSTEMS

20160126078
14927886

05/05/2016
10/30/2015

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ZIPCHIP	5079374 86759544	11/08/2016 09/17/2016
L908	86759562	09/17/2015
G908	86754539	09/11/2015
Q908	5027435 86004572	08/23/2016 07/08/2013
M908	4569786 86004553	07/15/2014 07/0/2013
	4556530 85686911	06/14/2014 07/25/2012
908DEVICES	4552309 85686855	06/17/2014 07/25/2012