

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARES CAPITAL CORPORATION ("Ares"), as collateral agent		05/06/2021	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIVANOVA USA, INC.		
<b>Street Address:</b>	100 Cyberonics Blvd		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77058		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2441524	CARDIOFIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024542805		
<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>			
<b>Phone:</b>	2024542800		
<b>Email:</b>	Docket@butzel.com		
<b>Correspondent Name:</b>	Butzel Long		
<b>Address Line 1:</b>	1909 K Street, NW		
<b>Address Line 2:</b>	SUITE 500		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	000160069-0005		
<b>NAME OF SUBMITTER:</b>	Ilona Wormack		
<b>SIGNATURE:</b>	/Ilona Wormack/		
<b>DATE SIGNED:</b>	05/10/2021		
<b>Total Attachments: 4</b>			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is made as of May 6, 2021 (the "Effective Date") by ARES CAPITAL CORPORATION ("Ares"), as collateral agent for the Secured Parties under the security agreement referenced below, and LIVANOVA USA, INC. (the "Grantor"), with respect to the trademark CARDIOFIX U.S. Registration No. 2,441,524 (the "Released Trademark").

WHEREAS, the Grantor and Ares are parties to the Guarantee and Collateral Agreement dated as of June 17, 2020 (the "Guarantee and Collateral Agreement") in favor of Ares, as administrative agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to Ares a security interest in the Released Trademark and recorded a Trademark Security Agreement dated June 17, 2020 (the "Trademark Security Agreement") with the United States Patent and Trademark Office on June 17, 2020, at Reel 6972, Frame 0335.

WHEREAS, the Grantor and Ares agree that the grant and recordation of the security interest in the Released Trademark was erroneous;

WHEREAS, the Grantor requests a specific release of the security interest granted and recorded against the Released Trademark, and Ares desires to release any and all security interests, and any other lien, it has on the Released Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Ares and the Grantor hereby agree as follows:


- (a) The Grantor erroneously granted a security interest in the Released Trademark to Ares pursuant to the Guarantee and Collateral Agreement and recorded such grant of a security interest pursuant to the Trademark Security Agreement filed with the United States Patent and Trademark Office on June 17, 2020, at Reel 6972, Frame 0335.
- (b) Ares hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges the security interest in the Released Trademark that was granted to Ares under the Guarantee and Collateral Agreement and the Trademark Security Agreement.
- (c) The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Released Trademark. Ares agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.

- (d) This Release shall be governed by and construed in accordance with the law of the State of New York.
- (e) This Release shall be binding upon Ares' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and Ares have caused this Release to be duly executed by their respective duly authorized representatives as of the Effective Date.

ARES CAPITAL CORPORATION, as collateral agent and administrative agent

By:  \_\_\_\_\_

Name: Scott Lem

Title: Authorized Signatory

Date: 5/5/2021

LIVANOVA USA, INC., as Grantor

By: \_\_\_\_\_

Name:

Title:

Date:

IN WITNESS WHEREOF, the Grantor and Ares have caused this Release to be duly executed by their respective duly authorized representatives as of the Effective Date.

ARES CAPITAL CORPORATION, as collateral agent and administrative agent

By: \_\_\_\_\_

Name:

Title:

Date:

LIVANOVA USA, INC., as Grantor

DocuSigned by:

By: *Kevin Smith*

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Name: Kevin Smith

Title: Chief Accounting Officer

Date: 2021-05-06 | 20:33 BST

[Signature Page to Release of Security Interest in Trademarks]

RECORDED: 05/10/2021

TRADEMARK  
REEL: 007287 FRAME: 0329