

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION ("Ares"), as collateral agent		06/01/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	LIVANOVA USA, INC.
Street Address:	100 CYBERONICS BLVD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77058
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2293123	ANNULOFLO
Registration Number:	2512969	ANNULOFLEX
Registration Number:	2883637	CARBOMEDICS
Registration Number:	1971560	CARBO-SEAL
Registration Number:	2935980	CARBO-SEAL VALSALVA
Registration Number:	4136598	MI
Registration Number:	4246768	MI BULLET
Registration Number:	4488797	MI COLLAR
Registration Number:	4400555	MI CUFF
Registration Number:	5628163	MI DETACH
Registration Number:	4258580	MI JOSEPH LAMELAS
Registration Number:	4136597	MI MIAMI INSTRUMENTS
Registration Number:	4246769	MI S-BLADE
Registration Number:	4172916	MI S-POST
Registration Number:	4396591	MI SUTURE BELT
Registration Number:	4133070	MI TAILOR-MADE
Registration Number:	4418946	MI TIE
Registration Number:	4132920	MI VISOR

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4136599	MIAMI INSTRUMENTS
Registration Number:	4317856	MIAMI METHOD MI
Registration Number:	2594766	OPTIFORM
Registration Number:	2624919	TOP HAT

CORRESPONDENCE DATA

Fax Number: 2024542805

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.

Phone: 2024542800

Email: Docket@butzel.com

Correspondent Name: Butzel Long

Address Line 1: 1909 K Street, NW

Address Line 2: SUITE 500

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Ilona Wormack
SIGNATURE:	/Ilona Wormack/
DATE SIGNED:	06/01/2021

Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (this “**Release**”), dated as of June 1, 2021, by ARES CAPITAL CORPORATION (“**Ares**”), as collateral agent for the Secured Parties under the security agreement referenced below (in such capacity, the “**Collateral Agent**”), in favor of LIVANOVA USA, INC. (the “**Grantor**”) with respect to the Trademarks (as defined below).

W I T N E S S E T H :

WHEREAS, Grantor is a party to the Guarantee and Collateral Agreement dated as of June 17, 2020 (the “**Guarantee and Collateral Agreement**”) in favor of Ares, as administrative agent (in such capacity, the “**Administrative Agent**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, on June 17, 2020, the Collateral Agent and Grantor entered into a Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on June 17, 2020, at Reel 6972 Frame 0335 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Trademark Security Agreement, the Collateral Agent received security interests in all of Grantor’s rights, titles and interests in to and under all of its then currently owned or thereafter acquired United States trademarks, registrations of trademarks and applications for registration and all goodwill of the business connected with the use of and symbolized by the foregoing, including, without limitation, those United States trademark registrations and applications for trademark registrations set forth on Schedule A hereto (hereinafter all of the foregoing trademarks, trademark registrations and applications for trademark registrations together with the goodwill of the business connected with the use of and symbolized by the foregoing, collectively, the “**Trademarks**”);

WHEREAS, the Collateral Agent desires to release any and all security interests, and any other lien, it has in the Trademarks, and assign all right, title and interest it may have in and to the Trademarks to Grantor.

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

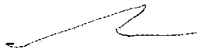
1. Ares hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges each security interest in the Trademarks that was granted to under the Trademark Security Agreement, and any and all other security interests or liens that Ares or its predecessors, successors and assigns may have in or to the Trademarks under the Trademark Security Agreement.

2. Ares acknowledges and agrees that the Trademark Security Agreement has been terminated.
3. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademarks. 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.
4. Ares hereby represents and warrants that it has full authority to execute and deliver this Release. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Ares will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.
5. This Release shall be governed by and construed in accordance with the law of the State of New York.
6. This Release shall be binding upon Ares' representatives, successors, assigns and transferees.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

ARES CAPITAL CORPORATION, as Collateral Agent

By 
Name: Scott Lem
Title: Authorized Signatory
Date: 06/01/2021

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007311 FRAME: 0841

SCHEDULE A

ASSIGNMENT REEL FRAME: 6972/0335

United States Trademark Registrations and Applications

No.	Trademark	Registration No.	Registration Date	Application No.	Filing Date	Owner
1.	ANNULOFLO	2293123	16-Nov-99	75253479	7-Mar-97	LivaNova USA, Inc.
2.	ANNULOFLEX	2512969	27-Nov-01	75437866	20-Feb-98	LivaNova USA, Inc.
3.	CARBOMEDICS	2883637	14-Sep-04	76473340	10-Dec-02	LivaNova USA, Inc.
4.	CARBO-SEAL	1971560	30-Apr-96	74216737	29-Oct-91	LivaNova USA, Inc.
5.	CARBO-SEAL VALSALVA	2935980	29-Mar-05	76585127	6-Apr-04	LivaNova USA, Inc.
6.	MI AND DESIGN	4136598	1-May-12	85234729	4-Feb-11	LivaNova USA, Inc.
7.	MI BULLET AND DESIGN	4246768	20-Nov-12	85312325	4-May-11	LivaNova USA, Inc.
8.	MI COLLAR AND DESIGN	4488797	25-Feb-14	85246403	18-Feb-11	LivaNova USA, Inc.
9.	MI CUFF AND DESIGN	4400555	10-Sep-13	85246385	18-Feb-11	LivaNova USA, Inc.
10.	MI DETACH AND DESIGN	5628163	11-Dec-18	86633016	15-Jun-15	LivaNova USA, Inc.
11.	MI JOSEPH LAMELAS & DESIGN	4258580	11-Dec-12	85378332	22-Jul-11	LivaNova USA, Inc.
12.	MI MIAMI INSTRUMENTS AND DESIGN	4136597	1-May-12	85234708	4-Feb-11	LivaNova USA, Inc.
13.	MI S-BLADE AND DESIGN	4246769	20-Nov-12	85312369	4-May-11	LivaNova USA, Inc.
14.	MI S-POST & DESIGN	4172916	10-Jul-12	85373647	18-Jul-11	LivaNova USA, Inc.
15.	MI SUTURE BELT AND DESIGN	4396591	3-Sep-13	85246220	18-Feb-11	LivaNova USA, Inc.
16.	MI TAILOR-MADE AND DESIGN	4133070	24-Apr-12	85301548	21-Apr-11	LivaNova USA, Inc.
17.	MI TIE AND	4418946	15-Oct-13	85246440	18-Feb-	LivaNova

[Schedule A to Release of Security Interest in Trademarks]

**TRADEMARK
REEL: 007311 FRAME: 0842**

No.	Trademark	Registration No.	Registration Date	Application No.	Filing Date	Owner
	DESIGN				11	USA, Inc.
18.	MI VISOR AND DESIGN	4132920	24-Apr-12	85246193	18-Feb-11	LivaNova USA, Inc.
19.	MIAMI INSTRUMENTS AND DESIGN	4136599	1-May-12	85234770	4-Feb-11	LivaNova USA, Inc.
20.	MIAMI METHOD MI AND DESIGN	4317856	9-Apr-13	85378290	22-Jul-11	LivaNova USA, Inc.
21.	OPTIFORM	2594766	16-Jul-02	75694510	30-Apr-99	LivaNova USA, Inc.
22.	TOP HAT	2624919	24-Sep-02	76362281	24-Jan-02	LivaNova USA, Inc.

[Schedule A to Release of Security Interest in Trademarks]