

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656635

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900621361		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIBC BANK USA		05/26/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chartwise Medical Systems, Inc.		
<b>Street Address:</b>	1174 Kingstown Road Unit 201		
<b>City:</b>	Wakefield		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02879		
<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>	5294795	CHARTWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8587768292		
<b>Email:</b>	btengberg@clilaw.com		
<b>Correspondent Name:</b>	Blake Tengberg		
<b>Address Line 1:</b>	375 W 200 S		
<b>Address Line 2:</b>	Suite 225		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84101		
<b>NAME OF SUBMITTER:</b>	Blake Tengberg		
<b>SIGNATURE:</b>	/Blake Tengberg/		
<b>DATE SIGNED:</b>	06/29/2021		
<b>Total Attachments: 6</b>			
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## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination and Release"), is dated as of May 26, 2021, and made by CIBC BANK USA (the "Lender"), to CHARTWISE MEDICAL SYSTEMS, INC., a Delaware corporation (the "Grantor").

### RECITALS

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of June 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Lender and (ii) Intellectual Property Security Agreement, dated as of June 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") made by Grantor in favor of Lender, a security interest was granted by the Grantor on certain collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the patent division of the United States Patent and Trademark Office on June 24, 2020 at Reel 053029, Frame 0289

WHEREAS, the IP Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on June 24, 2020 at Reel 6978, Frame 0979; and

WHEREAS Lender now desires to terminate and release the Loan Agreement and the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Grantee hereby states as follows:

- 1 Definitions. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. The term "IP Collateral" as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the dates hereof in the following:
  - (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
  - (2) all products and proceeds of the foregoing item 1, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto;
  - (3) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for

registration referred to in Schedule 2 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;

- (4) all products and proceeds of the foregoing item (3), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof;
  - (5) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any renewals thereof;
  - (6) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto; and
  - (7) all products and proceeds of the foregoing items (5) and (6), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3, and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto.
- 2 Release of Security Interest. Lender does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan Agreement and the IP Security Agreement and the Trademark Security Agreement Supplement, in the IP Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Lender in the IP Collateral.

[signature page follows]

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

**CIBC BANK USA**

By:  \_\_\_\_\_  
Name: Andrew Kirk  
Title: Managing Director

SCHEDULE 1  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

ISSUED PATENTS:

None.

PATENT APPLICATIONS:

<b>Description</b>	<b>Application Number</b>	<b>Application Date</b>
NotePath (provisional patent application)	62/917,604	12/17/18

SCHEDULE 2  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<b>Reg. No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Status</b>	<b>Registration Date</b>	<b>Mark</b>
5294795	87320330	USA	Active	2/1/2017	ChartWise

Trademark Applications

None.

SCHEDULE 3  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

Copyright Applications

None.

Copyright Licenses

None.