

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION, as agent for the Lenders		08/12/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	IMTHERA MEDICAL, INC.		
Street Address:	100 Cyberonics Boulevard		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77058		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4432822	AURA6000	
Registration Number:	4495532	IM	
Registration Number:	4498812	IM IMTHERA	
Registration Number:	4471214	IMTHERA	
Registration Number:	4590229	THN SLEEP THERAPY	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00359		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		

CH \$140.00 4432822

DATE SIGNED:	08/16/2021
Total Attachments: 4 source=34c. Executed Ares- Imthera - Termination of Trademark Security Agreement#page1.tif source=34c. Executed Ares- Imthera - Termination of Trademark Security Agreement#page2.tif source=34c. Executed Ares- Imthera - Termination of Trademark Security Agreement#page3.tif source=34c. Executed Ares- Imthera - Termination of Trademark Security Agreement#page4.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of August 12, 2021, is made by **ARES CAPITAL CORPORATION**, a Maryland corporation, in its capacity as agent for the Lenders (in such capacity, the "Agent"), in favor of **IMTHERA MEDICAL, INC.** ("Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of July 17, 2020 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on July 17, 2020 at Reel/Frame 6972/0241;

WHEREAS, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 17, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Grantor party thereto from time to time and the Agent and (ii) the Trademark Security Agreement, the Grantor pledged and granted to the Agent a security interest in certain Collateral, including all of the Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Exhibit A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and the right to receive all Proceeds of any of the foregoing, in each case, arising under the Security Agreement and the Trademark Security Agreement (collectively, the "Trademark Collateral"); and

WHEREAS, the Agent acknowledges complete payment and performance of all Secured Obligations (Unasserted Contingent Obligations), and as a result has agreed to terminate, cancel, release and discharge its security interest in the Trademark Collateral.

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

1. The Agent hereby (i) absolutely, unconditionally and irrevocably terminates, cancels, releases and discharges the security interest in the Trademark Collateral and any and all other Liens and security interests that the Agent or its predecessors, successors, assigns and transferees may have in, to or on the Trademark Collateral and (ii) terminates and cancels the Trademark Security Agreement.

2. The Agent represents and warrants that it has full authority to execute and deliver this Termination.

3. The Agent hereby authorizes and requests that the Commissioner for Trademarks record this Termination. At the request of the Grantor, at the Grantor's expense, the Agent agrees to execute and deliver such other and further documents and instruments reasonably requested by the Grantor in writing in order to effect or evidence more fully the matters covered by this Termination.

4. THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. This Termination shall be binding upon the Agent's representatives, successors, assigns and transferees.

[Remainder of page intentionally left blank; signature page follows]

ARES CAPITAL CORPORATION,
as Agent

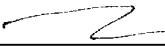
By:  _____
Name: Scott Lem
Title: Authorized Signatory

EXHIBIT A

Trademarks

OWNER/REGISTRANT	TRADEMARK	APPLICATION NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE
IMTHERA MEDICAL, INC.	AURA6000	85117804	27-Aug-10	4432822	12-Nov-13
IMTHERA MEDICAL, INC.	IM AND DESIGN	85669523	5-Jul-12	4495532	11-Mar-14
IMTHERA MEDICAL, INC.	IM IMTHERA AND DESIGN	85668818	4-Jul-12	4498812	18-Mar-14
IMTHERA MEDICAL, INC.	IMTHERA	85284087	1-Apr-11	4471214	21-Jan-14
IMTHERA MEDICAL, INC.	THN SLEEP THERAPY	86062391	12-Sep-13	4590229	19-Aug-14