

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 6148/0740		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golub Capital LLC		10/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BIORECLAMATION-IVT HOLDINGS, LLC		
Street Address:	123 Frost St. Suite 115		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4227770	LEUKOMAX	
Registration Number:	5131720	BIORECLAMATIONIVT	
Registration Number:	5131722	LIVERPOOL	
Registration Number:	5131721	SERATRIALS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9844		
Email:	ypan@proskauer.com		
Correspondent Name:	Matthew Burton		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	70578-043		
NAME OF SUBMITTER:	Matthew Burton		
SIGNATURE:	/Matthew Burton/		
DATE SIGNED:	10/03/2021		
Total Attachments: 4			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 1, 2021, is made by Golub Capital LLC, as administrative agent (in such capacity, the “Grantee”), in favor of Bioreclamation-IVT Holdings, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, (i) the Grantor, the Grantee and others are parties to that certain Security Agreement, dated as of January 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (ii) the Grantor and the Grantee are parties to that certain Trademark Security Agreement dated as of September 6, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Grantee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on September 6, 2017 at Reel 6148 and Frame 0740;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Security Agreement or Trademark Security Agreement, as applicable.

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

1. *Release of Security Interest.* The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the “Trademark Collateral”):

- a. each Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule A, provided that Trademark Collateral shall not include any “intent-to-use” trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such “intent-to-use” trademark applications;
- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- c. all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

and reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee or the Secured Parties may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto).

2. *Recordation.* The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.

3. *Governing Law.* This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantee has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

GOLUB CAPITAL LLC, as Administrative Agent

By: 

Name: Marc Robinson

Title: Senior Managing Director

SCHEDULE A

Trademark Registrations/Applications

Grantor	Mark	Application Date	Registration No.	Registration Date
BioreclamationIVT, LLC	LEUKOMAX	12/27/2011	4227770	10/16/2012
BioreclamationIVT, LLC	BIORECLAMATIONIVT	2/19/16	5131720	1/31/17
BioreclamationIVT, LLC	LIVERPOOL	2/19/16	5131722	1/31/17
BioreclamationIVT, LLC	SERATRIALS	2/19/16	5131721	1/31/17

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.