

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM694697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWK FUNDING LLC, as Agent		12/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THERMEDX, LLC		
Street Address:	31200 Solon Road		
Internal Address:	Unit 1		
City:	Solon		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77924563	37 5	
Serial Number:	77498524	THERMEDX	
CORRESPONDENCE DATA			
Fax Number:	2162413707		
<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:	2162412838		
Email:	tmTaftdocket@taftlaw.com, awilcox@taftlaw.com, cnemecek@taftlaw.com		
Correspondent Name:	Amanda H. Wilcox		
Address Line 1:	200 Public Square, Suite 3500		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	CRM06-GN005		
NAME OF SUBMITTER:	Amanda H. Wilcox		
SIGNATURE:	/Amanda H. Wilcox/		
DATE SIGNED:	12/14/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY ("Release"), dated as of Dec 14, 2021, by SWK FUNDING LLC, as Administrative Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY, dated as of May 5, 2016 ("Security Agreement"), by THERMEDX, LLC, an Ohio limited liability company (being referred to herein as the "Assignor"), in favor of the Agent, the Assignor granted to the Agent a security interest in all of its Intellectual Property as defined in the Security Agreement, including all registered trademarks, issued patents, and all applications in connection therewith, whether pending or in preparation for filing, including all common law trademark rights therein, and all associated licenses, reissues, extensions, renewals and goodwill, including, without limitation, the patents and trademarks registered or pending with the United States Patent and Trademark Office listed on Schedule 1 hereto (collectively, the "Intellectual Property");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005799/Frame 0537-0552 on May 24, 2016;

WHEREAS, the Assignor has repaid and satisfied all of their obligations under that certain Credit Agreement as defined in the Security Agreement, (the "Credit Agreement"), to the satisfaction of the Agent, (the "Satisfaction"); and

WHEREAS, as a result of the Satisfaction, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in the Intellectual Property, including all associated licenses, reissues, extensions, renewals and goodwill, and to terminate the Security Agreement;

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

1. **Release and Conveyance.** The Agent hereby terminates and releases its security interest in, and conveys, sells, assigns, transfers and sets over to the Assignor all of its rights, title and interest; if any, in each of the Intellectual Property including all associated licenses, reissues, extensions, renewals and goodwill, effective as of the date set forth above.
2. **Release of the Assignor.** The Assignor is hereby released from all of its obligations under the Security Agreement, and the Security Agreement is hereby terminated effective as of the date set forth above.

3. **No Other Terms and Conditions of Security Agreement.** All terms and conditions of the Security Agreement, and all terms and conditions of the Credit Agreement that specifically relate to the Security Agreement are hereby deemed satisfied and shall have no further force or effect.

IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

THERMEDX, LLC,
an Ohio limited liability company

By: [Signature]
Name: Douglas L. Green
Title: CEO

SWK FUNDING LLC

By: SWK Holdings Corporation, its sole Manager

By: [Signature]
Name: William S. Board
Title: CEO

SCHEDULE 1
INTELLECTUAL PROPERTY

Title	Country Name	Case Type	App Number	Pub Number	Pat Number	Status	File Date	Pub Date	Issue Date	Exp Date
FLUID MANAGEMENT SYSTEM	Brazil	PCT	1120150219810			Pending	08-Sep-2015			
SURGICAL FLUID MANAGEMENT SYSTEM	Canada	PCT	2754773			Pending	07-Sep-2011			
FLUID MANAGEMENT SYSTEM	Canada	PCT	2905825			Pending	11-Sep-2015			
SURGICAL FLUID MANAGEMENT SYSTEM	European Patent Convention	PCT	10751302.0	2405954		Published	06-Oct-2011	18-Jan-2012		
FLUID MANAGEMENT SYSTEM	European Patent Convention	PCT	14779313.7	2968712		Published	04-Sep-2015	20-Jan-2016		
FLUID MANAGEMENT SYSTEM WITH PRESSURE AND FLOW CONTROL OPERATING MODES	United States of America	ORD	12/720475	2010-0228222	8444592	Granted	09-Mar-2010	09-Sep-2010	21-May-2013	26-Jun-2031
FLUID MANAGEMENT SYSTEM	United States of America	CIP	13/798414	2013-0197471		Published	13-Mar-2013	01-Aug-2013		
FLUID MANAGEMENT SYSTEM	United States of America	CON	13/887583	2013-0245599	9272086	Granted	06-May-2013	19-Sep-2013	01-Mar-2016	11-Feb-2031
CARTRIDGE FOR SURGICAL FLUID MANAGEMENT SYSTEM	Australia	DES	13795/2010		333044	Granted	01-Sep-2010		30-Sep-2010	01-Sep-2020
CARTRIDGE FOR STORING AND DISPENSING A SURGICAL FLUID	Canada	DES	137039		137039	Granted	07-Sep-2010		29-Mar-2011	29-Mar-2021
CARTRIDGE DESIGN FOR SURGICAL FLUID MANAGEMENT SYSTEM	European Community	DES	001749482		001749482-0001	Granted	01-Sep-2010		01-Sep-2010	01-Sep-2035
CARTRIDGE FOR SURGICAL FLUID MANAGEMENT SYSTEM	United States of America	DES	29/357184		D657865	Granted	08-Mar-2010		17-Apr-2012	17-Apr-2026
FLUID DEFICIT MONITORING IN A FLUID MANAGEMENT	United States of America	ORD	12/720496	2010-0228224	8597228	Granted	09-Mar-2010	09-Sep-2010	03-Dec-2013	16-Dec-2031

FLUID MANAGEMENT SYSTEM HEATER ASSEMBLY AND CARTRIDGE	United States of America	ORD	12/720488	2010- 0228223	8790303	Granted	09-Mar-2010	09-Sep-2010	29-Jul- 2014	27-Aug-2032
SUCTION MANIFOLD ASSEMBLY	United States of America	PRI	13/892629	2014- 0336599		Published	13-May 2013	13-Nov-2014		
FLUID MANAGEMENT SYSTEM WITH PASS- THROUGH FLUID VOLUME MEASUREMENT	Patent Cooperation Treaty	ORD	PCT/US15/306 96			Published	14 May-2015	19-Nov-2015		
FLUID MANAGEMENT SYSTEM WITH PASS- THROUGH FLUID VOLUME MEASUREMENT	United States of America	ORD	14/710810			Published	13-May 2015	19-Nov 2015		

TRADEMARKS			
37 5 (& design)	009284027	January 14, 2011	European Union
37 5 (& design)	3971454	May 31, 2011	USA
THERMEDX	007444375	December 5, 2018	European Union
THERMEDX	3958169	May 10, 2011	USA
FLUIDSMART			

LICENSES

Pursuant to the Exclusive Supply & Distribution Agreement dated as of January 9, 2015 with Allen Medical Systems, Inc. ("Allen"), Assignor has licensed the following trademarks to Allen for use in connection with the sale, marketing, and distribution of Assignor products:

- Thermedx
- FluidSmart