### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM700237

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		01/06/2022	Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Excelsior Medical Corporation	
Street Address:	951 Calle Amanecer	
City:	San Clemente	
State/Country:	CALIFORNIA	
Postal Code:	92673	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Registration Number:	3740859	SWABCAP		
Registration Number:	4546174	SWABPACK		
Registration Number:	4618217	SWABCAP HAS YOU COVERED!		

#### **CORRESPONDENCE DATA**

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

4400 Easton Commons Way Address Line 1:

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/06/2022

#### **Total Attachments: 5**

source=22A. ICU - Release of Security Interest in Trademarks (Excelsior)#page1.tif source=22A. ICU - Release of Security Interest in Trademarks (Excelsior)#page2.tif

> **TRADEMARK** REEL: 007552 FRAME: 0561

source=22A. ICU - Release of Security Interest in Trademarks (Excelsior)#page3.tif source=22A. ICU - Release of Security Interest in Trademarks (Excelsior)#page4.tif source=22A. ICU - Release of Security Interest in Trademarks (Excelsior)#page5.tif

TRADEMARK REEL: 007552 FRAME: 0562

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 6, 2022 (the "Effective Date"), is made by Wells Fargo Bank, National Association in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Collateral Agreement, dated as of November 8, 2017, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Grant of Trademark Security Interest, dated as of November 8, 2017 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 2, 2018 at Reel/Frame 6240/0218;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK REEL: 007552 FRAME: 0563 IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By:

Name: Darin Mullis Title: Managing Director

[Signature Page to Release of Security Interest in Trademarks]

#### **GRANTOR:**

EXCELSIOR MEDICAL CORPORATION

By: Bin M. 3

Title: CFO and Treasurer

# SCHEDULE I TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

## Release of Security Interest in Trademarks recorded January 2, 2018 at Reel/Frame 6240/0218

Owner	Mark	Application No.	Filing Date	Registration No.	Registration Date
Excelsior Medical					
Corporation	SWABCAP	77/570167	9/15/2008	3740859	1/19/2010
Excelsior Medical					
Corporation	SWABPACK	85/882881	3/21/2013	4546174	6/10/2014
Excelsior Medical	SWABCAP HAS YOU		·		
Corporation	COVERED!	85/882901	3/21/2013	4618217	10/7/2014

TRADEMARK
REEL: 007552 FRAME: 0566

RECORDED: 01/06/2022