

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Finance LLC, as Collateral Agent		03/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lombard Medical Limited		
Street Address:	4 Trident Park, Didcot		
Internal Address:	Lombard Medical House		
City:	Oxfordshire		
State/Country:	ENGLAND AND WALES		
Postal Code:	OX11 7HJ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	76389164	AORFIX	
Serial Number:	87810975	INTELLIFLEX	
Serial Number:	78153226	LOMBARD MEDICAL	
Serial Number:	86051438		
Serial Number:	86051433		
Serial Number:	77893163	ALTURA	
Serial Number:	77893189	ALTURA	
Serial Number:	86541502	INTELLIFLEX	
CORRESPONDENCE DATA			
Fax Number:	6173106001		
<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:	6173105234		
Email:	prezase@gtlaw.com		
Correspondent Name:	Eugenia A. Prezas		
Address Line 1:	c/o Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$215.00 76389164

NAME OF SUBMITTER:	Eugenia A. Prezas
SIGNATURE:	/Eugenia A. Prezas/
DATE SIGNED:	04/01/2022
Total Attachments: 8 source=DeedofRelease_LombardMedicalLimited#page1.tif source=DeedofRelease_LombardMedicalLimited#page2.tif source=DeedofRelease_LombardMedicalLimited#page3.tif source=DeedofRelease_LombardMedicalLimited#page4.tif source=DeedofRelease_LombardMedicalLimited#page5.tif source=DeedofRelease_LombardMedicalLimited#page6.tif source=DeedofRelease_LombardMedicalLimited#page7.tif source=DeedofRelease_LombardMedicalLimited#page8.tif	

DATED MARCH 16, 2022

**OXFORD FINANCE LLC
as Collateral Agent**

IN FAVOUR OF

**THE PARTIES NAMED HEREIN
as Released Chargors
and Released Guarantors**

DEED OF RELEASE



GREENBERG TRAUIG, LLP
THE SHARD, LEVEL 8
32 LONDON BRIDGE STREET
LONDON SE1 9SG

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THIS DEED is dated March 16, 2022 and executed by:

- (1) **OXFORD FINANCE LLC** as security agent and collateral agent for the Secured Parties (the "**Collateral Agent**");

in favour of:

- (2) **LOMBARD MEDICAL LIMITED**, a company incorporated in the England & Wales, having company number 02998639 and whose registered office is at Lombard Medical House, 4 Trident Park, Didcot, Oxfordshire OX11 7HJ;
- (3) **OPTIMUM MEDICAL DEVICE INC** (formerly Endovascular Technology Corp.), a company incorporated in the British Virgin Islands, having company number 1976488 and whose registered office is at Tricor Services (BVI) Limited, P.O. Box 3340, Road Town, Tortola, British Virgin Islands (together with Lombard Medical Limited, the "**Released Chargors**"); and
- (4) **MICROPORT SCIENTIFIC CORPORATION**, a company incorporated in the Cayman Islands (together with Optimum Medical Device Inc (formerly Endovascular Technology Corp.), the "**Released Guarantors**"),

the Collateral Agent, the Released Chargors and the Released Guarantors are hereinafter individually referred to as a "**Party**", and collectively as the "**Parties**".

INTRODUCTION

- (A) Pursuant to the terms of the Security Documents, the Released Chargors have granted certain security pursuant to the documents listed in Part 1 of Schedule 1 (the "**Security Documents**").
- (B) Pursuant to the terms of the Guarantees, the Released Guarantors have granted certain guarantees pursuant to the documents listed in Part 2 of Schedule 1 (the "**Guarantees**").
- (C) The Released Chargors have requested that the Collateral Agent release and discharge the Liens created by or pursuant to the Security Documents on the terms set out in this Deed.
- (D) The Released Guarantors have requested that the Collateral Agent release and discharge any liabilities of the Released Guarantors under the Guarantees on the terms set out in this Deed

IT IS AGREED that:

1. DEFINITIONS

- 1.1 In this Deed, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

"**Charged Assets**" means all the property, rights, title, interest and other assets mortgaged or charged to the Collateral Agent by or pursuant to the Security Documents;

"**Lien**" has the meaning given to it in the Security Documents;

"**Released Party**" means each of the Released Chargors and the Released Guarantors; and

"**Secured Party**" has the meaning given to it in the Security Documents.

- 1.2 Terms defined in the Security Documents shall have the same meaning when used in this Deed unless a contrary indication appears herein.

2. RELEASE AND DISCHARGE

2.1 The Collateral Agent hereby irrevocably and unconditionally:

2.1.1 releases the Liens created or confirmed by the Released Chargors over the Charged Assets by or pursuant to the Security Documents;

2.1.2 releases each Released Chargor from all its covenants, liabilities (whether actual or contingent) and obligations, and all claims, actions, suits, account and demands arising under or pursuant to the Security Documents;

2.1.3 reassigns, retransfers and reconveys to each Released Chargor all right, interest and title to all assets and property of that Released Chargor which were assigned, transferred or otherwise conveyed to the Collateral Agent; and

2.1.4 authorises each Released Chargor to give notice (at such Released Chargor's cost and expense) on behalf of the Collateral Agent of the releases under this Deed to any person on whom notice of any security interest created by the Security Documents was served, including any notice to any public registers.

2.2 The Collateral Agent hereby irrevocably and unconditionally, releases each Released Guarantor from all its covenants, liabilities (whether actual or contingent) and obligations, and all claims, actions, suits, account and demands arising under or pursuant to the Security Documents.

2.3 The Collateral Agent acknowledges and agrees that all powers of attorney granted by each Released Chargor under the Security Documents are irrevocably and unconditionally revoked.

3. FURTHER ASSURANCE

The Collateral Agent will, at the request and cost of the Released Chargors, do all such things and enter into and execute all such deeds, documents, memoranda, agreements or instruments as may be reasonably necessary to give effect to the provisions of this Deed and return to the Released Chargors all documents of title, share certificates, stock transfer forms (if any) and other similar forms held by the Collateral Agent which relate to the Charged Assets, including execution and signing of any notices to any relevant authorities about the release in accordance with this Deed.

4. MISCELLANEOUS

4.1 This Deed is intended for the benefit of the Released Parties and may be enforced by any of them. Other than for a Secured Party and the Released Parties, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no rights or benefits expressly or impliedly conferred by this Deed shall be enforceable under that Act against the parties to this Deed by any other person

4.2 If any provision of this Deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

4.3 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

5. GOVERNING LAW AND JURISDICTION

5.1 This Deed and any non-contractual claims arising out of or in connection with it shall be

governed by and construed in accordance with English law.

- 5.2 Subject to clause 5.3 below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 5.3 The Parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any of the Released Chargors in any other court of competent jurisdiction.

EXECUTION

This document has been executed as a deed and is delivered on the date stated at the beginning of it.

SCHEDULE 1

**Part 1
SECURITY DOCUMENTS**

	Chargor	Security Agent and Collateral Agent	Date and Description of Security Document	Companies House Charge Code	Other security registrations
1	Lombard Medical Limited	Oxford Finance LLC	The debenture dated 24 April 2015.	0299 8639 0001	
2	Lombard Medical Limited	Oxford Finance LLC	The amended and restated debenture originally dated 24 April 2015 as amended and restated on 26 April 2018.	0299 8639 0003	
3	Lombard Medical Limited	Oxford Finance LLC	The IP security agreement dated 13 October 2017.	0299 8639 0002	<ul style="list-style-type: none"> • UK Intellectual Property Office • European Union Intellectual Property Office • European Patent Office
4	Lombard Medical Limited	Oxford Finance LLC	The amended and restated IP security agreement dated 13 October 2017 as amended and restated on 26 April 2018.	0299 8639 0004	
5	Optimum Medical Device Inc (formerly Endovascular Technology Corp.)	Oxford Finance LLC	The debenture dated 26 April 2018.	N/A	

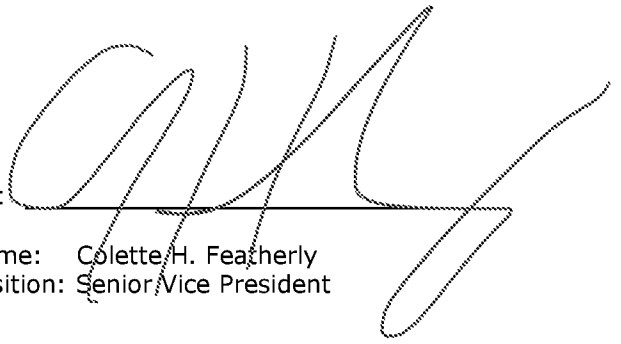
**Part 2
GUARANTEES**

	Guarantor	Security Agent and Collateral Agent	Date and Description of Guarantee
1.	Optimum Medical Device Inc (formerly Endovascular Technology Corp.)	Oxford Finance LLC	Guarantee and indemnity dated 26 April 2018
2.	Microport Scientific Corporation	Oxford Finance LLC	Guarantee and indemnity dated 26 April 2018

Collateral Agent

EXECUTED as a deed by
a duly authorised signatory for and on behalf of
OXFORD FINANCE LLC

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By: 
Name: Colette H. Featherly
Position: Senior Vice President