

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madryn Health Partners, LP		04/26/2022	Limited Partnership:
RECEIVING PARTY DATA			
Name:	ESTABLISHMENT LABS SOCIEDAD ANONIMA		
Street Address:	ZONA FRANCA EL COYOL, BUILDING B25		
City:	ALAJUELA		
State/Country:	COSTA RICA		
Entity Type:	Company: COSTA RICA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	87379151	MOTIVAHYBRID	
Serial Number:	87243318	MOTIVA MINT	
Serial Number:	87243308	MOTIVA IMPLANTS	
Serial Number:	87243307	MINT	
Serial Number:	87243300		
Serial Number:	85119736	PROGRESSIVEGEL	
Serial Number:	85119786	SANDTEXTURE	
Serial Number:	85119816	SMOOTHSILK	
Serial Number:	85120791	TRUEMONOBLOC	
Serial Number:	85119973	ALWAYS CONFIDENT SUPPORT PROGRAM	
Serial Number:	85120059	ALWAYS CONFIDENT WARRANTY	
Serial Number:	87379148	SUPER SILICONE	
Serial Number:	88153288	DIVINA	
Serial Number:	88176179	FLORA	
Serial Number:	88111091	QID	
Serial Number:	88147039	SMOOTHER THAN SMOOTH	
Serial Number:	88214478	SUPER SILICONE	
Serial Number:	88147046	THE SCIENCE OF BREAST TISSUE MANAGEMENT	
Serial Number:	88111106	TRUEFIXATION	
Serial Number:	87590656	BLUSEAL	

OP \$615.00 87379151

Property Type	Number	Word Mark
Serial Number:	87571142	ERGONOMIX
Serial Number:	87618518	ERGONOMIX2
Serial Number:	87590664	SILKSURFACE
Serial Number:	88305373	BEAUTYFILL

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 704-331-1000

Email: jansnider@mvalaw.com, vangambrell@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 100 NORTH TRYON STREET, SUITE 4700

Address Line 2: ATTN: IP DEPARTMENT

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 039485.000010

NAME OF SUBMITTER: JAMES VAN CLEAVE GAMBRELL

SIGNATURE: /James Van Cleave Gambrell/

DATE SIGNED: 04/26/2022

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of April 26, 2022 (this “Release”), is made by Madryn Health Partners, LP, a Delaware limited partnership, as administrative agent for the Secured Parties (“Administrative Agent”), in favor of ESTABLISHMENT LABS SOCIEDAD ANÓNIMA, a Costa Rica corporation (“Company”).

WHEREAS, pursuant to that certain Security Agreement dated August 24, 2017 (as the same may be amended, modified, restated or supplemented from time to time, the “Security Agreement”), by and among the Company and the Administrative Agent, the Company granted to the Administrative Agent a continuing security interest in and lien upon to certain trademarks, trademark licenses and trademark applications.

WHEREAS, pursuant to the Security Agreement, Company executed and delivered to Administrative Agent, for the benefit of the Secured Parties, an Intellectual Property Security Agreement, dated August 24, 2017 (“IP Security Agreement”) that included the trademarks and trademark applications listed on Schedule 1-A.

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 24, 2017, at Reel 6137, Frame 0884.

WHEREAS, pursuant to the IP Security Agreement, Company executed and delivered to Administrative Agent, for the benefit of the Secured Parties, a Notice of Grant of Security Interest in Trademarks, dated July 18, 2019 (“Notice”) that included the trademarks and trademark applications listed on Schedule 1-B.

WHEREAS, the Notice was recorded at the USPTO on July 18, 2019, at Reel 6697, Frame 0769.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Company agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in and continuing lien upon the trademarks, trademark licenses and trademark applications, including those listed on Schedule 1-A and Schedule 1-B attached hereto, granted pursuant to the Security Agreement, and reassigns to Company any and all right, title and interest that it may have, in, to and under such trademarks, trademark licenses and trademarks applications granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Company’s expense.

SECTION 3. Further Assurances. Administrative Agent agrees, at Company’s expense, to take all further actions, and provide to Company and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further

documents or other instruments, as Company and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

SECTION 4. Choice of Law. This Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]


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

ADMINISTRATIVE AGENT:

MADRYN HEALTH PARTNERS, LP


By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner


By: 
Name: Avinash Amin
Title: Member

[Signature Page to Termination and Release of Security Interest in Trademarks]

Schedule 1-A

Mark	Application	Reg. Number	Reg. Date
MotivaHybrid	87379151		
MOTIVA MINT	87243318		
MOTIVA IMPLANTS	87243308		
MINT	87243307		
 DESIGN ONLY	87243300		
PROGRESSIVE GEL	85119736		
SandTexture	85119786	4344930	4/6/2013
SmoothSilk	85119816	4344931	4/6/2013
TrueMonobloc	85120791	4344935	4/6/2013
Always Confident Support Program	85119973	4344932	4/6/2013
Always Confident Warranty	85120059	4344933	4/6/2013
Super Silicone	87379148		

Schedule 1-B

Mark	Ser. Number	Appl. Date	Reg. Number	Reg. Date
DIVINA 	88153288	10/12/2018		
FLORA	88176179	10/31/2018		
QID	88111091	09/10/2018		
SMOOTHER THAN SMOOTH	88147039	10/08/2018		
SUPER SILICONE	88214478	12/03/2018		
THE SCIENCE OF BREAST TISSUE MANAGEMENT	88147046	10/08/2018		
TRUEFIXATION	88111106	09/10/2018		
BLUSEAL	87590656	08/30/2017	5573255	10/02/2018
ERGONOMIX	87571142	08/16/2017	5593173	10/30/2018
ERGONOMIX2	87618518	09/22/2017	5573364	10/02/2018
SILKSURFACE	87590664	08/30/2017		
BEAUTYFILL	88305373	02/18/2019		