

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks recorded at RF 7294/0349

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Agent		08/24/2022	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Bio-Optronics, Inc.
Street Address:	1890 South Winton Road
Internal Address:	Suite 190
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14618
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3341869	CLINICAL CONDUCTOR
Registration Number:	4418032	BIOPOINT
Registration Number:	4418034	MOMENTUM
Registration Number:	4435402	BIO-OPTRONICS
Serial Number:	90555927	CCCOMMUNITY
Serial Number:	90554088	
Serial Number:	90550283	CC TRIALSUITE
Serial Number:	90547985	CCVIDEO
Serial Number:	90548004	CCTEXT
Serial Number:	90548018	CCPAY
Serial Number:	90548034	CCESOURCE
Serial Number:	90548047	CCEREG
Serial Number:	90548064	CCECONSENT
Serial Number:	90548078	CCCTMS

CORRESPONDENCE DATA

Fax Number: 2127514864

TRADEMARK
REEL: 007831 FRAME: 0741

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: 12129061216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	040896-0118
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	08/25/2022

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 24, 2022 (the “Effective Date”), is made by, ARES CAPITAL CORPORATION, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (in such capacities, the “Agent”), in favor of BIO-OPTRONICS, INC., a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement or the Security Agreement, as applicable (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement by and among the Grantor, the Agent, and certain other parties, dated as of July 9, 2019 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a First Lien Intellectual Property Security Agreement, dated as of May 14, 2021 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on May 14, 2021 at Reel/Frame 7294/0349;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under: (i) all Trademark registrations and pending applications for Trademark registration in the USPTO listed on Schedule I hereto, including all goodwill of the business connected with the use of and symbolized by the foregoing; (ii) the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (iii) all Proceeds of the foregoing, including all income, royalties, damages, claims and payments then or thereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions or other violations or impairments of any of the foregoing; but excluding any Excluded Assets (the “Trademark Collateral”); and

WHEREAS, the Grantor has requested and the Agent has agreed to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels all of its Security Interest in the Trademark Collateral, including the Trademark registrations and pending applications for Trademark registration listed on Schedule I hereto, and (iii) if and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, including the Trademark registrations and pending applications for Trademark registration listed on Schedule I hereto, re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), is hereby authorized to request that the USPTO record this Release with respect to the Trademark Collateral of such Grantor.

The undersigned as Agent agrees that if you at any time determine and notify the undersigned as Agent in writing that the delivery of any additional instrument executed by the undersigned as Agent is required to release, discharge or terminate any notice, filing or registration of any Security Interest, the


undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver such other instruments or take such other reasonably requested action in form and substance reasonably satisfactory the undersigned Agent.

This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.

ARES CAPITAL CORPORATION, as Agent

By: 

Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Record Owner
CLINICAL CONDUCTOR	78868723	25-APR-2006	3341869	20-NOV-2007	Bio-Oprtrronics, Inc.
BIOPOINT	85857728	22-FEB-2013	4418032	15-OCT-2013	Bio-Oprtrronics, Inc.
MOMENTUM	85857764	22-FEB-2013	4418034	15-OCT-2013	Bio-Oprtrronics, Inc.
BIO-OPTRONICS	85857668	22-FEB-2013	4435402	19-NOV-2013	Bio-Oprtrronics, Inc.
CCCOMMUNITY	90555927	02-MAR-2021			Bio-Oprtrronics, Inc.
[DESIGN ONLY]	90554088	01-MAR-2021			Bio-Oprtrronics, Inc.
CC TRIALSUITE	90550283	26-FEB-2021			Bio-Oprtrronics, Inc.
CCVIDEO	90547985	25-FEB-2021			Bio-Oprtrronics, Inc.
CCTEXT	90548004	25-FEB-2021			Bio-Oprtrronics, Inc.
CCPAY	90548018	25-FEB-2021			Bio-Oprtrronics, Inc.
CCSOURCE	90548034	25-FEB-2021			Bio-Oprtrronics, Inc.
CCEREG	90548047	25-FEB-2021			Bio-Oprtrronics, Inc.
CCECONSENT	90548064	25-FEB-2021			Bio-Oprtrronics, Inc.
CCCTMS	90548078	25-FEB-2021			Bio-Oprtrronics, Inc.