

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APOGEM CAPITAL LLC, AS SUCCESSOR AGENT		11/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BIOCOAT, INCORPORATED (as successor to Biocoat, Incorporated, a Pennsylvania corporation)		
Street Address:	123 Rock Road		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87261675	BIOCOAT INCORPORATED	
Serial Number:	74611772	HYDAK	
Serial Number:	86249859	SCIENCE MEETS CONCEPTION	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	36762-917		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/01/2022		
Total Attachments: 3			
source=Project Eagles (Payoff) - Release of Trademark Security Agreement (Executed)_(90807120_6)#page1.tif			

CH \$90.00 87261675

source=Project Eagles (Payoff) - Release of Trademark Security Agreement (Executed)_(90807120_6)#page2.tif
source=Project Eagles (Payoff) - Release of Trademark Security Agreement (Executed)_(90807120_6)#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (“Release”) is made as of November 1, 2022 (“Effective Date”) executed by **APOGEM CAPITAL LLC** successor agent to **MADISON CAPITAL FUNDING LLC** (in such capacity, “Agent”) in favor of **BIOCOAT, INCORPORATED**, a Delaware corporation (as successor to Biocoat, Incorporated, a Pennsylvania corporation) (the “Grantor”).

WHEREAS, pursuant to the terms and conditions of that Trademark Security Agreement (the “Trademark Agreement”) executed by the Grantor in favor of Madison Capital Funding LLC, dated as of December 20, 2018, Grantor granted to Agent a continuing Lien on and security interest in and to, all the Grantor's right, title and interest in the certain Collateral owned by Grantor, including without limitation, the Trademarks listed on Schedule I attached hereto;

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office on December 20, 2018 at Reel 6561 Frame 0230 and was assigned by Madison Capital Funding LLC to the Agent pursuant to that Assignment of Intellectual Property Security Agreement (the “Assignment Agreement”), dated as of April 1, 2022, between and by Madison Capital Funding LLC and the Agent (recorded with the United States Patent and Trademark Office on May 4, 2022 at Reel 007712 Frame 0062); and

WHEREAS, the Agent wishes to release its Lien on and security interest in in and to the Trademark Collateral (as defined below) and reassign any and all of its right, title and interest in the same to the Grantor.

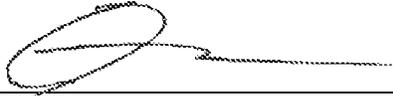
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Trademark Agreement or the Credit Agreement (as defined in the Trademark Agreement).
2. Agent hereby terminates, cancels and releases any and all Liens on and security interests in, all of Grantor's right, title and interest in to and under, the following Collateral of the Grantor (the “Trademark Collateral”):
 - a. all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule I hereto;
 - b. all registrations and recordings thereof, and all applications in connection therewith;
 - c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
3. Agent hereby reassigns, grants and conveys to the Grantor any and all of Agent's right, title and interest in and to the Trademark Collateral that were granted by the Grantor to the Agent pursuant to the Trademark Agreement and the Assignment Agreement.

[Signature Page Follows]

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

APOGEM CAPITAL LLC

By: 

Name: Curtis Krumreich
Title: Director

SCHEDULE I

to

Trademark Release

MARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	OWNER	STATUS
BIOCOAT INCORPORATED and Design	87261675	12/08/2016			Biocoat, Incorporated	Allowed
						
HYDAK	74611772	12/16/1994	2085198	08/05/1997	Biocoat, Incorporated	Registered
SCIENCE MEETS CONCEPTION	86249859	04/11/2014	4761550	06/23/2015	Biocoat, Incorporated	Registered