

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767993

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	TERMINATION OF TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900637046

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION, as agent for the Lenders		08/12/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	LIVANOVA USA, INC.
Street Address:	100 Cyberonics Boulevard
City:	Houston
State/Country:	TEXAS
Postal Code:	77058
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4019109	ASPIREHC
Registration Number:	4564497	ASPIRESR
Registration Number:	4371413	CAMP NEURON
Registration Number:	1586619	CYBERONICS
Registration Number:	1671051	CYBERONICS
Registration Number:	4804338	PROGUARDIAN
Registration Number:	4809103	VITARIA
Registration Number:	4818939	VITARIA
Registration Number:	3607760	VNS THERAPY
Registration Number:	3464300	DEMIPULSE
Registration Number:	3464301	DEMIPULSE DUO
Registration Number:	3420485	PERENNIA
Registration Number:	4187926	PERENNIADURA
Registration Number:	4074707	PERENNIAFLEX
Registration Number:	2792216	APEX
Registration Number:	2112810	LAMINA
Registration Number:	2691488	REVOLUTION

Property Type	Number	Word Mark
Registration Number:	1722932	SAT/HCT
Registration Number:	2398201	SMARXT
Registration Number:	6171061	LIFESPARC
Serial Number:	88806439	EPSY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00359
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/15/2022

Total Attachments: 4
source=34a. Executed Ares- LivaNova - Termination of Trademark Security Agreement#page1.tif
source=34a. Executed Ares- LivaNova - Termination of Trademark Security Agreement#page2.tif
source=34a. Executed Ares- LivaNova - Termination of Trademark Security Agreement#page3.tif
source=34a. Executed Ares- LivaNova - Termination of Trademark Security Agreement#page4.tif

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this “Termination”), dated as of August 12, 2021, is made by **ARES CAPITAL CORPORATION**, a Maryland corporation, in its capacity as agent for the Lenders (in such capacity, the “Agent”), in favor of **LIVANOVA USA, INC.** (“Grantor”). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of July 17, 2020 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on July 17, 2020 at Reel/Frame 6972/0335, as supplemented from time to time;

WHEREAS, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 17, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Security Agreement”), by and among the Grantor party thereto from time to time and the Agent and (ii) the Trademark Security Agreement, the Grantor pledged and granted to the Agent a security interest in certain Collateral, including all of the Grantor’s right, title and interest in, to and under the United States trademarks and trademark applications listed on Exhibit A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and the right to receive all Proceeds of any of the foregoing, in each case, arising under the Security Agreement and the Trademark Security Agreement (collectively, the “Trademark Collateral”); and

WHEREAS, the Agent acknowledges complete payment and performance of all Secured Obligations (other than Unasserted Contingent Obligations), and as a result has agreed to terminate, cancel, release and discharge its security interest in the Trademark Collateral.

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

1. The Agent hereby (i) absolutely, unconditionally and irrevocably terminates, cancels, releases and discharges the security interest in the Trademark Collateral and any and all other Liens and security interests that the Agent or its predecessors, successors, assigns and transferees may have in, to or on the Trademark Collateral and (ii) terminates and cancels the Trademark Security Agreement.

2. The Agent represents and warrants that it has full authority to execute and deliver this Termination.

3. The Agent hereby authorizes and requests that the Commissioner for Trademarks record this Termination. At the request of the Grantor, at the Grantor’s expense, the Agent agrees to execute and deliver such other and further documents and instruments reasonably requested by the Grantor in writing in order to effect or evidence more fully the matters covered by this Termination.

4. THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. This Termination shall be binding upon the Agent's representatives, successors, assigns and transferees.

[Remainder of page intentionally left blank; signature page follows]

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

EXHIBIT A

Trademarks

OWNER/REGISTRANT	TRADEMARK	STATUS	APPLICATION NO	FILING DATE	REGISTRATION NO	REGISTRATION DATE
LIVANOVA USA, INC.	ASPIREHC	Registered	85233265	3-Feb-11	4019109	30-Aug-11
LIVANOVA USA, INC.	ASPIRESR	Registered	85316125	9-May-11	4564497	8-Jul-14
LIVANOVA USA, INC.	CAMP NEURON	Registered	85776780	12-Nov-12	4371413	23-Jul-13
LIVANOVA USA, INC.	CYBERONICS	Registered	73812389	14-Jul-89	1586619	13-Mar-90
LIVANOVA USA, INC.	CYBERONICS (LOGO)	Registered	74066190	6-Jun-90	1671051	7-Jan-92
LIVANOVA USA, INC.	PROGUARDIAN	Registered	85497131	16-Dec-11	4804338	1-Sep-15
LIVANOVA USA, INC.	VITARIA	Registered	86021936	29-Jul-13	4809103	8-Sep-15
LIVANOVA USA, INC.	VITARIA (LOGO)	Registered	86271385	5-May-14	4818939	22-Sep-15
LIVANOVA USA, INC.	VNS THERAPY	Registered	78939216	27-Jul-06	3607760	14-Apr-09
LIVANOVA USA, INC.	DEMIPULSE	Registered	78868325	24-Apr-06	3464300	8-Jul-08
LIVANOVA USA, INC.	DEMIPULSE DUO	Registered	78868377	24-Apr-06	3464301	8-Jul-08
LIVANOVA USA, INC.	EPSY	Pending	88806439	21-Feb-20		
LIVANOVA USA, INC.	PERENNIA	Registered	78868397	24-Apr-06	3420485	29-Apr-08
LIVANOVA USA, INC.	PERENNIADURA	Registered	85368897	12-Jul-11	4187926	7-Aug-12
LIVANOVA USA, INC.	PERENNIADURA	Registered	85004776	1-Apr-10	4074707	20-Dec-11
LIVANOVA USA, INC.	SENTIVA	Registered	79209489	16-Mar-17	5348353	5-Dec-17
LIVANOVA USA, INC.	APEX	Registered	76320110	1-Oct-01	2792216	9-Dec-03
LIVANOVA USA, INC.	LAMINA	Registered	75033062	15-Dec-95	2112810	11-Nov-97
LIVANOVA USA, INC.	REVOLUTION	Registered	76179787	12-Dec-00	2691488	25-Feb-03
LIVANOVA USA, INC.	SAT/HCT	Registered	74118054	26-Nov-90	1722932	6-Oct-92
LIVANOVA USA, INC.	SMARXT	Registered	75161383	5-Sep-96	2398201	24-Oct-00
LIVANOVA USA, INC.	LIFESPAC	Registered	88646699	8-Oct-19	6171061	6-Oct-20