

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM824549

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PLEXUS FUND III, L.P.		07/11/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NextPhase Medical Devices LLC (f/k/a Nexcore Technology, LLC)		
<b>Street Address:</b>	7373 East Doubletree Ranch Rd		
<b>Internal Address:</b>	Suite B227		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85258		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Sontek Holdings, LLC		
<b>Street Address:</b>	7373 East Doubletree Ranch Rd		
<b>Internal Address:</b>	Suite B227		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85258		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2879390	NEXCORE	
<b>Registration Number:</b>	3269706	SAFELOG	
<b>Registration Number:</b>	3094054	SAFETAG	
<b>Registration Number:</b>	3164531	BRONCH-SAFE	
<b>Registration Number:</b>	1328340	TRACH-SAFE	
<b>Registration Number:</b>	3164529	SUCTION SAFE	
<b>Registration Number:</b>	5639230	NEXTPHASE	
<b>Registration Number:</b>	5639231	DESIGN. BUILD. SERVICE. NEXTPHASE MEDICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		

CH \$215.00 2879390

**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:** 2124464727  
**Email:** hayley.smith@kirkland.com  
**Correspondent Name:** Hayley Smith  
**Address Line 1:** Kirkland & Ellis LLP  
**Address Line 2:** 601 Lexington Ave  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	17983-94
--------------------------------	----------

<b>NAME OF SUBMITTER:</b>	Hayley Smith
---------------------------	--------------

<b>SIGNATURE:</b>	/Hayley Smith/
-------------------	----------------

<b>DATE SIGNED:</b>	07/15/2023
---------------------	------------

**Total Attachments: 4**

source=NextPhase IP Release#page1.tif

source=NextPhase IP Release#page2.tif

source=NextPhase IP Release#page3.tif

source=NextPhase IP Release#page4.tif

## **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

**THIS TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “Termination”), is dated as of July 11, 2023, and made by **PLEXUS FUND III, L.P.**, in its capacity as collateral agent (in such capacity, “Collateral Agent”) in favor of the Grantors listed on the signature pages to the Security Agreements (as defined below) (collectively, jointly and severally, “Grantors” and each individually “Grantor”).

WHEREAS, pursuant to (i) that certain Intellectual Property Security Agreement dated as of January 15, 2015, by and among NextPhase Medical Devices LLC, a Delaware limited liability company (f/k/a Nexcore Technology, LLC), and Collateral Agent (the “Nexcore Security Agreement”), (ii) that certain Intellectual Property Security Agreement dated as of July 3, 2017, by and among Sontek Holdings, LLC, a New Hampshire limited liability company, and Collateral Agent (the “Sontek Security Agreement”), and (iii) that certain Intellectual Property Security Agreement dated as of May 21, 2021, by and among NextPhase Medical Devices LLC, a Delaware limited liability company, and Collateral Agent (the “NextPhase Security Agreement”, and together with the Nexcore Security Agreement and the Sontek Security Agreement, collectively, the “Security Agreements”), a security interest was granted by the Grantors to Collateral Agent in certain Intellectual Property Collateral, including all of the Grantors’ Patent Collateral and Trademark Collateral (including without limitation those Patents and Trademarks listed on Exhibit A hereto);

WHEREAS, (i) the Nexcore Security Agreement was recorded in the United States Patent and Trademark Office on February 6, 2015, at Patent Reel 034906 and Frame 847 and Trademark Reel 5454 and Frame 0775, and (ii) the Sontek Security Agreement was recorded in the United States Patent and Trademark Office on July 3, 2017, at Trademark Reel 6097 and Frame 0724; and

WHEREAS, Collateral Agent now desires to terminate and release the Security Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination, Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used herein are used as defined in the Security Agreements, as applicable.

2. Release of Security Interest. Collateral Agent hereby terminates the Security Agreements and terminates, releases, and discharges all of its security interest in, to and under the Grantors’ Intellectual Property Collateral, including, without limitation, (i) (a) Patents and all Patent Licenses providing for the grant by or to such Grantors of any right under any Patent, including, without limitation, those referred to on Exhibit A hereto; (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and (c) 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 (collectively, the “Patent Collateral”) and (ii) (w) Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Exhibit A hereto; (x) all renewals and extensions of the foregoing; (y) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (z) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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 (collectively, the “Trademark Collateral”), as applicable and transfers and assigns to

the applicable Grantor all right, title and interest of Collateral Agent in the foregoing, without recourse or representation or warranty, express or implied. Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of this Termination and the releases hereby given.

3. Further Assurances. The Collateral Agent agrees, at the Grantors' expense, to take all further actions, and provide to the Grantor 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 the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination.

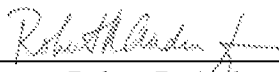
[remainder of page intentionally blank]

**IN WITNESS WHEREOF**, Collateral Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**PLEXUS FUND III, L.P.**, as Collateral Agent

By: Plexus Fund III GP, LLC

Its: General Partner

By:   
Name: Robert R. Anders, Jr.  
Title: Manager

**Exhibit A**

1. TRADEMARKS

Trademark	Country	Registration Date	Registration Number	Registered Owner
NEXCORE	USA	8/31/2004	2,879,390	NextPhase Medical Devices LLC (f/k/a Nexcore Technology, LLC)
SAFELOG	USA	7/24/2007	3,269,706	NextPhase Medical Devices LLC (f/k/a Nexcore Technology, LLC)
SAFETAG	USA	5/16/2006	3,094,054	Nexcore Technology, LLC
Bronch-Safe	USA	10/31/2006	3,164,531	Sontek Holdings, LLC
Trach-Safe	USA	4/2/1985	1,328,340	Sontek Holdings, LLC
Suction Safe	USA	10/31/2006	3,164,529	Sontek Holdings, LLC
NEXTPHASE	USA	12/25/2018	5639230	NextPhase Medical Devices LLC
DESIGN. BUILD. SERVICE. NEXTPHASE MEDICAL DEVICES LLC (Stylized)	USA	12/25/2018	5639231	NextPhase Medical Devices LLC

2. PATENTS

Patent No.	Country	Owner	Filing Date	Issued Date	Patent Number	Expiration Date of Patent
US 7,589,634 B2	USA	NextPhase Medical Devices LLC (f/k/a Nexcore Technology, LLC)	1/22/2007	9/15/2009	7589634	1/22/2027