### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM829240

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS			

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KAYNE SENIOR CREDIT IV LOANCO, LLC		07/18/2023	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	COSA Xentaur Corporation		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Corporation: DELAWARE		
Name:	Extrel CMS, LLC		
Street Address:	575 Epsilon Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type: Limited Liability Company: PENNSYLVANIA			
Name: Process Insights AG			
Street Address: 71 S. Wacker Drive, 45 Floor			
City: Chicago			
State/Country:	Country: ILLINOIS		
Postal Code:	60606		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
Name: Guided Wave Inc.			
Street Address: 101 Mission Street, Suite 1500			
City:	y: San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: CALIFORNIA		

**PROPERTY NUMBERS Total: 13** 

**TRADEMARK** 

**REEL: 008155 FRAME: 0489** 900790729

Property Type	Number	Word Mark			
Registration Number:	1429981	EXTREL			
Registration Number:	3426520				
Registration Number:	2080082	XENTAUR			
Registration Number:	5578391	WITH HTF TECHNOLOGY			
Registration Number:	5578390	WITH HTF TECHNOLOGY			
Registration Number:	5432844	XENTAUR			
Registration Number:	5568501				
Registration Number:	4247200	SPINPULSE			
Registration Number:	5578392	COSA + XENTAUR			
Registration Number:	3712101	LAR			
Registration Number:	2347242	QUICKTOC			
Registration Number:	3906042	QUICKCOD			
Registration Number:	2914061	CLEARVIEW			

#### **CORRESPONDENCE DATA**

#### Fax Number:

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:** 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2086552 TM
NAME OF SUBMITTER:	Demetrio D. Johnson
SIGNATURE:	/Demetrio D. Johnson/
DATE SIGNED:	08/03/2023

#### **Total Attachments: 6**

source=Trademarks re (Kanye) Termination and Release of Security Interests Trademarks 08.01.2023-3#page1.tif source=Trademarks re (Kanye) Termination and Release of Security Interests Trademarks 08.01.2023-3#page2.tif source=Trademarks re (Kanye) Termination and Release of Security Interests Trademarks 08.01.2023-3#page3.tif source=Trademarks re (Kanye) Termination and Release of Security Interests Trademarks 08.01.2023-3#page4.tif source=Trademarks re (Kanye) Termination and Release of Security Interests Trademarks 08.01.2023-3#page5.tif source=Trademarks re (Kanye) Termination and Release of Security Interests Trademarks 08.01.2023-3#page6.tif

TRADEMARK
REEL: 008155 FRAME: 0490

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Termination and Release</u>") dated as of July 18, 2023, made by Kayne Senior Credit IV Loanco, LLC, as administrative agent and collateral agent (together with any successors and permitted assigns thereto, in such capacity, the "<u>Agent</u>"), is in favor of COSA Xentaur Corporation, a Delaware corporation ("<u>COSA</u>"), Extrel CMS, LLC, a Pennsylvania limited liability company ("<u>Extrel</u>"), Process Insights AG (formerly known as LAR Process Analysers AG), a German stock company ("<u>Process Insights AG</u>") and Guided Wave Inc., a California corporation ("<u>Guided</u>" and together with COSA, Extrel and Process Insights AG, each a "<u>Grantor</u>" and, collectively the "<u>Grantors</u>"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the applicable Trademark Agreements (as defined below).

WHEREAS, the Grantors and the Agent entered into, as applicable to such Grantor, that certain (i) Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among, the Grantors, the other parties party thereto from time to time and the Agent, (ii) that Trademark Security Agreement, dated as of October 30, 2020 among COSA, Extrel and Process Insights AG in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Agreement No. 1"), pursuant to which COSA, Extrel and Process Insights AG mortgaged, pledged, and hypothecated to Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) of Extrel, including the Trademarks specifically listed in Part 1 on Schedule A attached hereto (the Trademarks identified in Part 1 on Schedule A hereto, the "Extrel Released Trademarks") and (iii) that Trademark Security Agreement, dated as of April 29, 2022 by Guided in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Agreement No. 2" and together with Trademark Agreement No. 1, the "Trademark Agreements" and the Trademark Agreements, together with the Security Agreement, the "Security Documents"), pursuant to which Guided mortgaged, pledged, and hypothecated to Agent for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) of Guided, including the Trademarks specifically listed in Part 2 on Schedule A attached hereto (the Trademarks identified in Part 2 on Schedule A hereto, the "Guided Released Trademarks"; and together with the Extrel Released Trademarks, the "Released Trademarks");

**WHEREAS**, the Trademark Agreement No. 1 was recorded with the United States Patent and Trademark Office ("<u>USPTO</u>") on October 30, 2020 at Reel 7091, Frame 0928; and

**WHEREAS**, the Trademark Agreement No. 2 was recorded with the USPTO on April 29, 2022 at Reel 7707, Frame 0797; and

WHEREAS, the Agent now desires to terminate the Security Documents and terminate, release and discharge its security interest in all Trademark Collateral including the United States registered trademarks and trademark applications set forth in Schedule A hereto.

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TRADEMARK REEL: 008155 FRAME: 0491 **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates the Security Documents and absolutely, unconditionally and irrevocably terminates, releases, cancels and discharges all pledges, grants, liens and security interests in, and reassigns any interest it has with respect to, each Grantor's right, title and interest in, to and under the following (the "<u>Trademark Collateral</u>"):

- 1. all of such Grantor's Trademarks, including, without limitation, the Released Trademarks;
- 2. all renewals and extensions of the foregoing;
- 3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 4. 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.

The Agent hereby authorizes the Grantors and their designees to record, and requests that the Grantors or their designees, as applicable, record, this Termination and Release at the USPTO; and understands and agrees that this Termination and Release may be recorded by the Grantors, or its successors or assigns with the USPTO.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

KAYNE SENIOR CREDIT IV LOANCO, LLC, as

Agent

By:\_

Name: Doug Goodwillie Title: Authorized Signatory

# SCHEDULE A TRADEMARKS

## **Trademark Registrations and Applications**

Part 1:

Registered Trademarks and Trademark Applications:

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VIII II	USA	5578303	CORA XENTAUR CORPORATION
WITH HIF TECHNOLOGY	CSA	5578890	COSA XENTAUR CORPORATION
XXXXXX	USA	5492844	COSA XENTAUR COEPORATION
COSA Design	USA	5568503	COSA XENTAUR CORPOLATION
SPRINGE	USA	4047200	COSA XENTAUR CORPORATION
COSA-NENTALR	<i>1223</i>	5578300	COSA XENTAUR CORPORATION
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LAR	China	4008785	LAN Process Annlysons AG
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LARiopo	Chica	4631406	LAX Pocess Accipses AG
LAR Logs	China	4883405	LAR Process Analysiss AC
Quedi TOC (Media)	China	3354064	LAR Process Analyson AG
Quici TOC (Wantundo)	China	3854088	LAS Process Audyses AG
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Quid 100	\$22	2,347,243	LAS Process Audyses AG
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Toraism	\$U	10080319	LAX Process Acolyses: AC
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Tonalum	CN, US, S Kores, Essais	130%(83	LAR Process Additions AG
Lingua,	£U	016048638	LAZ Preses Assiyses AG
Limpan.	R - China	3405746	LAX Process Assigners AG
Apinaa	IR - dadia	1405746	LAR Process Audyses AG
"Quicknin"	IX - Scoots Xarea	3405746	LAS Process Austyrees AG

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Ljurgum	IR - Rische	1405746	LAS Process Applyons AG
Lynapum.	32 - 135A	1405746	LAR Process Assolytem AG
("wed" - kum entrango) A&S.	EU Serceriand Norwey Enfley China India S. Eorea Roman UTA Canada, Menica, Brand Ranalkuras	Application #058037792 Panding	LAR Provin Andrew AC
THE TOX COMPANY (wordinary)	EU Switzeriand Morwey Tenkey China India S. Koren Roscie, USA Canada Menco Reani Kanadanan	Application #018(0-779) Pending	LAR Process Assolytees AG
Miniop.	\$28	5738348	LAX Process Assiyyen AG
LAE (Spanive mai - "new")	7.2	790274947	LAX Process Analyses AG
THE TOUCOMPANY	US.	79274671	LAR Process Analyses AG

#### Part 2:

#### 1. REGISTERED TRADEMARKS

No.	Application No.	Registration No.	Registration Date	Trademark	Owner
	76022823	2914061	December 28, 2004	CLEARVIEW	GUIDED WAVE INC. CORPORATION CALIFORNIA SUITE 278 601 UNIVERSITY AVE SACRAMENTO CALIFORNIA 95825

#### TRADEMARK APPLICATIONS

None.

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**TRADEMARK REEL: 008155 FRAME: 0496** 

**RECORDED: 08/03/2023**