

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC		09/01/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	PhyMet, Inc.		
Street Address:	75 N Pioneer Blvd.		
City:	Springboro		
State/Country:	OHIO		
Postal Code:	45066		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74207240	MICROPOLY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	312.577.8544		
Email:	sharon.elkin@katten.com		
Correspondent Name:	Sharon Elkin c/o Katten Muchin Rosenman		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-00564		
NAME OF SUBMITTER:	Sharon Elkin		
SIGNATURE:	/Sharon Elkin/		
DATE SIGNED:	09/01/2023		
Total Attachments: 3			
source=LE - Trademark Release (Phymet)#page1.tif			
source=LE - Trademark Release (Phymet)#page2.tif			
source=LE - Trademark Release (Phymet)#page3.tif			

CH \$40.00 74207240

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 1, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC), in its capacity as Agent (“Secured Party”) in favor of PhyMet, Inc., an Ohio corporation (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantor and Secured Party were parties to that certain Trademark Security Agreement dated as of December 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Secured Party, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 1, 2021, at Reel 7515, Frame 0201;

WHEREAS, the Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor;

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release Secured Party’s security interest in the Trademarks and Trademark Collateral.

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

1. Secured Party hereby releases its security interest in all of the Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

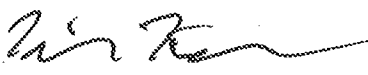
(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

APOGEM CAPITAL LLC, as Agent

By: 
Name: Timothy Kellen
Title: Vice President

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date
MICROPOLY	74207240	26-SEP-1991	1704500	04-AUG-1992