

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841926

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| MADRYN FUND<br>ADMINISTRATION, LLC  |  | 09/22/2023            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | BIGFOOT BIOMEDICAL, INC.                     |                       |  |
| <b>Street Address:</b>  | 1561 BUCKEYE DRIVE                           |                       |  |
| <b>City:</b>  | MILPITAS                                     |                       |  |
| <b>State/Country:</b>   | CALIFORNIA                                   |                       |  |
| <b>Postal Code:</b>   | 93035  |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE                        |                       |  |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 77424689                                     | ASANTE                |  |
| <b>Serial Number:</b>   | 86864480                                     | BIGFOOT BIOMEDICAL    |  |
| <b>Serial Number:</b>   | 87916412                                     | BIGFOOT BIOMEDICAL    |  |
| <b>Serial Number:</b>   | 87266605                                     | BIGFOOT LOOP          |  |
| <b>Serial Number:</b>   | 86864537                                     | OO                    |  |
| <b>Serial Number:</b>   | 77486730                                     | PEARL                 |  |
| <b>Serial Number:</b>   | 87501164                                     | SMARTLOOP             |  |
| <b>Serial Number:</b>   | 85921995                                     | ASANTE SNAP           |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 7043311159                                   |                       |  |
| <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> |  |                       |  |
| <b>Phone:</b>   | 704-331-1000                                 |                       |  |
| <b>Email:</b>   | jansnider@mvalaw.com, vangambrell@mvalaw.com |                       |  |
| <b>Correspondent Name:</b>  | MOORE & VAN ALLEN PLLC                       |                       |  |
| <b>Address Line 1:</b>  | 100 NORTH TRYON STREET, SUITE 4700           |                       |  |
| <b>Address Line 2:</b>  | ATTN: IP DEPARTMENT                          |                       |  |
| <b>Address Line 4:</b>  | CHARLOTTE, NORTH CAROLINA 28202              |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 043094-000019                                |                       |  |

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|  |                             |
|--|-----------------------------|
| <b>NAME OF SUBMITTER:</b>  | James Van Cleave Gambrell   |
| <b>SIGNATURE:</b>  | /James Van Cleave Gambrell/ |
| <b>DATE SIGNED:</b>  | 09/26/2023                  |
| <b>Total Attachments: 5</b><br>source=Release of Security Interest in Trademarks - Bigfoot Biomedical - Sept 2023 (Executed)#page1.tif<br>source=Release of Security Interest in Trademarks - Bigfoot Biomedical - Sept 2023 (Executed)#page2.tif<br>source=Release of Security Interest in Trademarks - Bigfoot Biomedical - Sept 2023 (Executed)#page3.tif<br>source=Release of Security Interest in Trademarks - Bigfoot Biomedical - Sept 2023 (Executed)#page4.tif<br>source=Release of Security Interest in Trademarks - Bigfoot Biomedical - Sept 2023 (Executed)#page5.tif |                             |

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of September 22, 2023 (this “Release”), is made by MADRYN FUND ADMINISTRATION, LLC, a Delaware limited liability company (“Madryn Fund” and, as Successor Administrative Agent to Madryn Health Partners, LP, a Delaware limited partnership (“Madryn Health”), hereafter, “Administrative Agent”), in favor of BIGFOOT BIOMEDICAL, INC. a Delaware corporation (“Company”).

**WHEREAS**, reference is made to that certain Credit Agreement (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), dated as of March 12, 2021, among Company, the Guarantors (defined therein), the Lenders (defined therein) and Madryn Health.

**WHEREAS**, pursuant to that certain Security Agreement dated March 12, 2021, (“Security Agreement”), by and among the Company and Madryn Health, the Company granted to Madryn Health, as administrative agent, a continuing security interest in and continuing lien upon certain trademarks, trademark licenses, and trademark applications (collectively, the “Trademark Collateral”).

**WHEREAS**, pursuant to the Security Agreement, Company executed and delivered to Madryn Health, for the benefit of the Secured Parties, a Notice of Grant of Security Interest in Trademarks (“Notice”).

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on March 12, 2021, at Reel 7220, Frame 0220.

**WHEREAS**, pursuant to that certain Agency Resignation, Appointment, Assumption and Waiver Agreement, dated February 9, 2023 (“Agency Assumption Agreement”), Madryn Health resigned as administrative agent in accordance with the Credit Agreement, and the Required Lenders appointed Madryn Fund to act as Successor Administrative Agent (as defined in the Agency Assumption Agreement) under the Credit Agreement and other Loan Documents (including the Security Agreement), and Madryn Fund accepted its appointment to serve as Administrative Agent.

**WHEREAS**, Madryn Health and Madryn Fund executed the Notice of Agency Assumption dated February 9, 2023 (“Notice of Agency Assumption”) and recorded the Notice of Agency Assumption with the USPTO on February 10, 2023, at Reel 7967, Frame 0283.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Company agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, hereby:

(a) terminates, cancels, discharges, and releases any and all security interest in and lien upon the Trademark Collateral pursuant to the Security Agreement, including the trademarks, trademark licenses and trademark applications set forth on Schedule 1, granted pursuant to the Security Agreement or Notice, as well as all associated royalties, causes of action, and damages associated therewith;

(b) authorizes the recordation of this Release with the USPTO and other appropriate government authorities or entities at Company's expense and discretion; and

(c) upon a reasonable request by the Company, agrees to use commercially reasonable efforts to execute and deliver any and all further documents and instruments, and do any and all further acts, in order to evidence the termination of the Security Agreement, including the security interest in the Trademark Collateral, in each case, at Company's expense and discretion.

**SECTION 3. Choice of Law.** This Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

[Signature page follows]

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ADMINISTRATIVE AGENT: MADRYN FUND ADMINISTRATION, LLC

By: MADRYN ASSET MANAGEMENT, LP,  
its Managing Partner

By: MADRYN ASSET MANAGEMENT GP, LLC,  
its General Partner



By:  
Name: Avinash Amin  
Title: Sole Member

**Schedule 1**  
**Trademarks owned by Company**

| <u>Mark</u>                 | <u>Country</u>     | <u>App. Number</u> | <u>Filed Date</u> | <u>Reg. Date</u> | <u>Reg. Number</u> |
|-----------------------------|--------------------|--------------------|-------------------|------------------|--------------------|
| ASANTE                      | USA                | 77424689           | 2008-03-18        | 2011-11-15       | 4056609            |
| BIGFOOT BIOMEDICAL          | USA                | 86864480           | 2016-01-04        | 2017-05-23       | 5210270            |
| BIGFOOT BIOMEDICAL & Design | USA                | 87916412           | 2018-05-10        | 2019-07-09       | 5797271            |
| BIGFOOT BIOMEDICAL & Design | International      | 1422245            | 2018-06-21        | 2018-06-21       | 1422245            |
| BIGFOOT BIOMEDICAL & Design | Australia          | 1422245            | 2018-06-21        | 2018-06-21       | 1422245            |
| BIGFOOT BIOMEDICAL & Design | China              | 1422245            | 2018-06-21        |                  |                    |
| BIGFOOT BIOMEDICAL & Design | India              | 1422245            | 2018-06-21        |                  |                    |
| BIGFOOT BIOMEDICAL & Design | Japan              | 1422245            | 2018-06-21        | 2018-06-21       | 1422245            |
| BIGFOOT BIOMEDICAL & Design | Mexico             | 1422245            | 2018-06-21        | 2018-06-21       | 1422245            |
| BIGFOOT BIOMEDICAL & Design | Russian Federation | 1422245            | 2018-06-21        | 2018-06-21       | 1422245            |
| BIGFOOT BIOMEDICAL & Design | Brazil             | 915835410          | 2018-09-06        | 2019-08-06       | 915835410          |
| BIGFOOT BIOMEDICAL & Design | Brazil             | 915835487          | 2018-09-06        | 2019-08-06       | 915835487          |
| BIGFOOT LOOP                | USA                | 87266605           | 2016-12-13        |                  |                    |
| BIGFOOT UNITY               | International      | 1497789            | 2019-09-10        | 2019-09-10       | 1497789            |
| BIGFOOT UNITY               | Australia          | 1497789            | 2019-09-10        |                  |                    |
| BIGFOOT UNITY               | Canada             | 1497789            | 2019-09-10        |                  |                    |
| BIGFOOT UNITY               | China              | 1497789            | 2019-09-10        | 2019-09-10       | 1497789            |
| BIGFOOT UNITY               | India              | 1497789            | 2019-09-10        | 2019-09-10       | 1497789            |
| BIGFOOT UNITY               | Japan              | 1497789            | 2019-09-10        |                  |                    |
| BIGFOOT UNITY               | Mexico             | 1497789            | 2019-09-10        |                  |                    |
| BIGFOOT UNITY               | Russian Federation | 1497789            | 2019-09-10        | 2019-09-10       | 1497789            |
| Eye Logo                    | USA                | 86/864,537         | 2016-01-04        |                  |                    |
| Eye Logo                    | International      | 1421364            | 2018-06-21        | 2018-09-06       | 1421364            |
| Eye Logo                    | Australia          | 1421364            | 2018-06-21        | 2018-06-21       | 1421364            |
| Eye Logo                    | China              | 1421364            | 2018-06-21        | 2018-06-21       | 1421364            |

Schedule 1 to Release of Security Interest in Trademarks

| <u>Mark</u>                      | <u>Country</u>     | <u>App. Number</u>  | <u>Filed Date</u> | <u>Reg. Date</u> | <u>Reg. Number</u> |
|----------------------------------|--------------------|---------------------|-------------------|------------------|--------------------|
| Eye Logo                         | India              | 1421364             | 2018-06-21        | 2018-06-21       | 1421364            |
| Eye Logo                         | Japan              | 1421364             | 2018-06-21        | 2018-06-21       | 1421364            |
| Eye Logo                         | Mexico             | 1421364             | 2018-06-21        | 2018-06-21       | 1421364            |
| Eye Logo                         | Russian Federation | 1421364             | 2018-06-21        | 2018-06-21       | 1421364            |
| Eyes Logo                        | Brazil             | 915835576           | 2018-09-06        | 2019-07-23       | 915835576          |
| Eyes Logo                        | Brazil             | 915835614           | 2018-09-06        | 2019-07-23       | 915835614          |
| PEARL                            | USA                | 77/486,730          | 2008-05-29        | 2011-11-29       | 4063655            |
| SMARTLOOP                        | USA                | 87/501,164          | 2017-06-22        |                  |                    |
| UNITY                            | International      | 1496480             | 2019-09-10        | 2019-09-10       | 1496480            |
| UNITY                            | Russian Federation | 1496480             | 2019-09-10        |                  |                    |
| UNITY                            | Mexico             | 1496480             | 2019-09-10        |                  |                    |
| UNITY                            | Japan              | 1496480             | 2019-09-10        |                  |                    |
| UNITY                            | India              | 1496480             | 2019-09-10        |                  |                    |
| UNITY                            | Canada             | 1496480             | 2019-09-10        |                  |                    |
| UNITY                            | Australia          | 2049287(IR:1496480) | 2019-09-10        | 2019-09-10       | 1496480            |
| UNITY                            | China              | 1496480             | 2019-09-10        |                  |                    |
| BIGFOOT BIOMEDICAL OO and Design | Canada             | 1919013             | 2018-09-10        |                  |                    |
| Design Only                      | Canada             | 1917459             | 2018-08-30        |                  |                    |
| BIGFOOT                          | European Union     | 017311127           | 2017-10-11        | 2018-02-12       | 017311127          |
| Design Only                      | European Union     | 017312075           | 2017-10-12        | 2018-02-12       | 017312075          |
| ASANTE SNAP                      | US                 | 85921995            | 2013-05-02        |                  |                    |