

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		08/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HemaSource, Inc.		
Street Address:	485 South 5700 West, Suite 400		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4338717	HEMASOURCE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	10/24/2023		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

This TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of August 31, 2023, by NXT Capital, LLC, in its capacity as administrative agent for the Lenders (“Agent”), in favor of HemaSource, Inc., a Utah corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of (i) that certain Credit Agreement, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, certain of Grantor’s affiliates, the financial institutions from time to time party thereto as Lenders and Agent, and (ii) that certain Guarantee and Collateral Agreement, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among Grantor, the other Grantors party thereto from time to time and Agent, for the benefit of itself and the Lenders, Grantor has granted to Agent, for the benefit of the Secured Parties, a continuing security interest all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor was required to execute and deliver to Agent, for the benefit of Agent and the Lenders, the Trademark Security Agreement (as defined below);

WHEREAS, Agent and the Grantor were parties to that certain Trademark Security Agreement, dated as of July 18, 2014 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to Agent, for the benefit of itself and the Lenders, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under Trademark Collateral (as defined below), including the Trademarks set forth on Schedule I attached hereto; and

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 18, 2014 at Reel/Frame 5325/0552; and

WHEREAS, Agent has agreed to release the entirety of its Security Interest in the Trademark Collateral and reassign any and all rights in the same to the Grantor.

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Release of Security Interest in Trademark Collateral. Agent, on behalf of itself and the Lenders, hereby releases, terminates, cancels and discharges its Security Interest in the Grantor’s entire right, title and interest in and to and lien on and to the following, whether now owned or existing or hereafter created, acquired or arising (collectively, the “Trademark Collateral”):

a. each Trademark, 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, including those Trademarks referred to on Schedule I attached hereto; 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.

3. Reassignment of Trademark Collateral. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest (if any) in and to the Trademark Collateral.

4. Further Assurances. Agent hereby agrees, at Grantor's sole expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.

5. Governing Law. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the date first set forth above.

NXT CAPITAL, LLC, as Agent

Eddie Karl

By: eddie.karl@nxtcapital.com

Name: Eddie Karl

Title: Vice President

SCHEDULE I

Trademarks

Trademark	Registration Number	Registration Date
HEMASOURCE	4338717	5/21/13