

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Bank of Canada		11/10/2023	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Xybion Medical Systems Corporation		
Street Address:	105 College Road East		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3788367	PRISTIMA	
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:	412-454-5079		
Email:	kim.petrolo@troutman.com		
Correspondent Name:	Troutman Pepper		
Address Line 1:	501 Grant Street, Suite 300		
Address Line 2:	Kim Petrolo, Paralegal		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	259538.11		
NAME OF SUBMITTER:	Kim Petrolo		
SIGNATURE:	/Kim Petrolo/		
DATE SIGNED:	11/15/2023		
Total Attachments: 14			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

National Bank of Canada

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 11/10/23

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Xybion Medical Systems Corporation

Street Address: 105 College Road East

City: Princeton

State: NJ

Country: USA Zip: 08540

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware, USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3788367

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kim Petrolo, Paralegal

Internal Address: Troutman Pepper

Street Address: 501 Grant Street, Suite 300

City: Pittsburgh

State: PA Zip: 15219

Phone Number: 412-454-5079

Docket Number: 259538.11

Email Address: kim.petrolo@troutman.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/ Kim Petrolo

11/15/23

Signature

Date

Kim Petrolo, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this “Release”) is made this November 10, 2023, by NATIONAL BANK OF CANADA (together with its successors and assigns, “Lender”), in favor of XYBION MEDICAL SYSTEMS CORPORATION, a New Jersey corporation (the “Grantor”).

WHEREAS, among others, the Grantor entered into that certain Credit Agreement dated as of August 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, Xybion Digital Inc., an entity incorporated under the laws of the Province of British Columbia, as borrower, the Grantor, as a guarantor, and the other guarantors thereto and (ii) that certain Security Agreement dated as of August 16, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement” and together with the Credit Agreement, the “Credit Documents”) by and between Lender and Grantor.

WHEREAS, in connection with the Credit Documents and pursuant to the terms and conditions of that certain Intellectual Property Security Agreement entered into by the Grantor in favor of the Lender, dated as of August 16, 2022 (the “IP Security Agreement”), the Grantor granted to Lender, a continuing security interest in, to and under the Trademarks (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on August 23, 2022 at Reel/Frame 007829/0702, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Grantor’s obligations under the Credit Documents have been satisfied in full and the security interest granted to Lender has been released by Lender;

WHEREAS, Lender has the requisite power and authority to release and discharge its security interest in, to and under the Trademarks; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely (i) assigns to the Grantor all of Lender’s right, title and interest (if any) in, to and under the Trademarks, and (ii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Trademarks.

Lender, or a designee or agent on behalf of Lender, shall take all further reasonable actions, and provide to the Grantor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor to more fully and

effectively effectuate the purposes of this Release, in each case, at the Grantor's expense. By this instrument, Lender authorizes and requests that the Grantor record this Release with the USPTO.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its respective duly authorized representative as of the date first above written.

NATIONAL BANK OF CANADA

DocuSigned by:
By: Mike Montian
Name: MIKE MONTIAN
Title: Senior Director

XYBION MEDICAL SYSTEMS
CORPORATION

DocuSigned by:
By: Pradip Banerjee
Name: Pradip Banerjee
Title: Chief Executive Officer

EXHIBIT A

Intellectual Property Security Agreement

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM750616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xybion Medical Systems Corporation		08/16/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	805 W. Pender Street		
Internal Address:	2nd Floor		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6C 1K6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3788367	PRISTIMA	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	08/23/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of August 16, 2022, by **XYBION MEDICAL SYSTEMS CORPORATION**, a company subsisting under the laws of New Jersey (together with its successors and permitted assigns, "Grantor"), in favor of **NATIONAL BANK OF CANADA** (together with its successors and assigns, "Lender").

RECITALS

- A. Pursuant to that certain Credit Agreement dated as of August 16, 2022 (as amended, restated, supplemented, renewed, extended, modified or otherwise replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), among Xybio Digital Inc., as borrower ("Borrower"), certain affiliates as guarantors, including Grantor, as guarantor, and Lender, as lender, Lender has agreed to make certain non-revolving loans (the "Loans") to Borrower pursuant to the terms and conditions thereof.
- B. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees in favor of Lender as follows:

AGREEMENT

- 1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance of the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):
 - a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
 - b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
 - c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");
 - d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
 - e. any and all source code;
 - f. any and all design rights which may be available to Grantor;
 - g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.
- 2. Grantor hereby confirms that the attached Exhibits of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof, and that Grantor has no Copyrights, Patents or Trademark applications and registrations, which have been registered or filed with the Canadian Intellectual Property Office.
- 3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.
- 4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. Delivery of an executed counterpart of a signature page of this Agreement, or any certificate delivered thereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") or other electronic means (including electronic signature system providers such as DocuSign, Inc.) shall be effective as delivery of a manually executed counterpart of this Agreement or certificate.
- 5. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

XYBION MEDICAL SYSTEMS CORPORATION

DocuSigned by:

Pradip Banerjee

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Name: Pradip K. Banerjee

Title: CEO

EXHIBIT A

COPYRIGHTS

NIL.

EXHIBIT B

PATENTS

NIL.

EXHIBIT CTRADEMARKS

Mark/SN/RN	Status/Key Dates	Owner Information
<u>PRISTIMA</u> RN: 3788367 SN: 77669262	Registered Int'l Class: 09 First Use: August 31, 2009 Filed: February 12, 2009 Registered: May 11, 2010 Last Renewal: May 11, 2020 Register Type: Principal Register	Xybion Medical Systems Corporation (New Jersey Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America