

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (7645/0226)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Administrative Agent		11/30/2023	Corporation: MARYLAND

## RECEIVING PARTY DATA

<b>Name:</b>	COVARIS, LLC
<b>Street Address:</b>	14 Gill Street
<b>Internal Address:</b>	Unit H
<b>City:</b>	Woburn
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01801
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	6054419	AFA-TUBE
Registration Number:	5928360	TRUPOP
Registration Number:	5867180	AFA-REVOLUTION
Registration Number:	5863212	TRUSHEAR
Registration Number:	5627628	BIOLOGY AT THE SPEED OF SOUND
Registration Number:	4810888	AFA
Registration Number:	5365424	AFA-ENERGETICS
Registration Number:	5163010	AFA-NANOPARTICLE
Registration Number:	5002368	TRUCOLLECT
Registration Number:	5002347	TRUCOLLECT-NGS
Registration Number:	4997298	TRUXTRAC
Registration Number:	4361868	TRUCHIP
Registration Number:	3727442	CRYOPREP
Registration Number:	3573433	ADAPTIVE FOCUSED ACOUSTICS
Registration Number:	3587702	COVARIS

## CORRESPONDENCE DATA

TRADEMARK

REEL: 008277 FRAME: 0453

900818502

CH \$390.00 6054419

**Fax Number:** 2124552502

***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:** 2124552592

**Email:** jnull@stblaw.com

**Correspondent Name:** Courtney Welshimer

**Address Line 1:** 425 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	005249/0001
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<b>NAME OF SUBMITTER:</b>	J. Jason Mull
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<b>SIGNATURE:</b>	/J. Jason Mull/
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<b>DATE SIGNED:</b>	12/04/2023
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**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of November 30, 2023 and granted by **Ares Capital Corporation**, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the "Administrative Agent"), in favor of **COVARIS, LLC**, a Delaware Limited Liability Company ("Grantor").

WHEREAS, Grantor is party to that certain Security Agreement, dated as of January 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the Administrative Agent and the other grantors party thereto, pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below).

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered that certain Trademark Security Agreement dated as of January 21 2022 (the "Trademark Security Agreement") between Grantor and the Administrative Agent, which was recorded in the records of the United States Patent and Trademark Office on February 28, 2022 at reel 7645, frame 0226, pursuant to which the Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), pledged to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and granted to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of Grantor's right, title and interest in or to the Trademark Collateral, including the United States registered or applied for Trademarks listed on Schedule A hereto and all goodwill of the business connected with the use thereof and symbolized thereby;

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its Security Interest in all Grantor's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby agree as follows:

Terms used herein and not otherwise defined have the meanings given to them in the Trademark Security Agreement or the Security Agreement, as applicable. For purposes of this Release, "Trademark Collateral" means the following, whether existing as of the date of the Trademark Security Agreement or thereafter created or acquired:

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,

(v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and

(vi) all rights corresponding thereto throughout the world;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

The Administrative Agent, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate, release, cancel and discharge (a) its Security Interest created under the Trademark Security Agreement and the Security Agreement in the Trademark Collateral, including the United States registered or applied for Trademarks listed on Schedule A hereto and all goodwill of the business connected with the use thereof and symbolized thereby, and (b) the entirety of its security interest in all of Grantor's right, title and interest in and to the Trademark Collateral and any right, title and interest of the Administrative Agent, if any, in the Patent Collateral shall hereby terminate, cease and become void. If and to the extent the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral including the United States registered or applied for Trademarks listed on Schedule A hereto and all goodwill of the business connected with the use thereof and symbolized thereby, under the Trademark Security Agreement or the Security Agreement, as applicable, the Administrative Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to Grantor. The Administrative Agent hereby terminates and cancels the Trademark Security Agreement


The Administrative Agent hereby agrees, upon the reasonable request of Grantor and at Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver such further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby. The Administrative Agent hereby requests and authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office to Record this Release.

Governing Law. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

**Ares Capital Corporation,**  
as Administrative Agent

By:   
Name: Michael Dieber  
Title: Authorized Signatory

**SCHEDULE A  
to**

**RELEASE OF TRADEMARK SECURITY  
AGREEMENT**

**TRADEMARK REGISTRATIONS**

Country	Serial Number	Registration Number	Trademark	Date Registered/ Reg Date	Status	Owner
United States	88327798	6054419	AFA-TUBE	5/12/2020	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	88193905	5928360	TRUPOP	12/3/2019	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	88327729	5867180	AFA- REVOLUTION	9/24/2019	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	88362834	5863212	TRUSHEAR	9/17/2019	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	87900339	5627628	BIOLOGY AT THE SPEED OF SOUND	12/11/2018	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	86181036	4810888	AFA	9/15/2015	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	86718000	5365424	AFA- ENERGETICS	12/26/2017	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	86717969	5163010	AFA- NANOPARTICLE	3/14/2017	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	86826218	5002368	TRUCOLLECT	7/19/2016	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	86823110	5002347	TRUCOLLECT-NGS	7/19/2016	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	86823052	4997298	TRUXTRAC	7/12/2016	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	85395438	4361868	TRUCHIP	7/2/2013	Registered	Covaris, LLC (f/k/a Covaris, Inc.)

United States	77625252	3727442	CRYOPREP	12/22/2009	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	77255613	3573433	ADAPTIVE FOCUSED ACOUSTICS	2/10/2009	Registered	Covaris, LLC (f/k/a Covaris, Inc.)
United States	77084925	3587702	COVARIS	3/10/2009	Registered	Covaris, LLC (f/k/a Covaris, Inc.)