# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM866452

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900821993

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TWIN BROOK CAPITAL PARTNERS, LLC		10/18/2023	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	ISTO TECHNOLOGIES II, LLC	
Street Address:	120 S. CENTRAL AVE.,	
Internal Address:	SUITE 600	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63105	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 32**

Property Type	Word Mark				
Registration Number:	2900650	MAGELLAN			
Registration Number:	3854317	ARTERIOCYTE MEDICAL SYSTEMS			
Registration Number:	3779173	EQUINE-STEM			
Serial Number:	77921667	MARO1			
Serial Number:	77921719	MAR01			
Serial Number:	86509832	TRUPRP			
Serial Number:	87291848	TRU			
Registration Number:	4852285	CELLPOINT			
Registration Number:	4856566	CELLPOINT CONCENTRATED BONE MARROW ASPIR			
Registration Number:	4589892	INFLUX TRABECULAR BONE GRAFT			
Registration Number:	3336291	INQU			
Registration Number:	3466871	ISTO			
Registration Number:	2826325	ISTO			
Registration Number:	2987735	ISTO			
Serial Number:	90885305	FORMLOK			
Serial Number:	90668609	FIBER ANCHOR			
Serial Number:	90668613	FIBER BAG			
	•	TRADEMARK			

REEL: 008307 FRAME: 0061

900826415

Property Type	Number	Word Mark		
Serial Number:	90668615	THERAFUZE DBF FIBER BAG		
Serial Number:	90668617	FIBER BULLETS		
Serial Number:	90668622	THERAFUZE DBF FIBER BULLETS		
Serial Number:	90668623	FIBERFORM		
Serial Number:	90668626	THERAFUZE DBF FIBERFORM		
Serial Number:	90668628	FIBER WRAP		
Serial Number:	90668630	THERAFUZE DBF FIBER WRAP		
Serial Number:	90658679	BONE TEXTILE		
Serial Number:	90658713	THERAFUZE DBF FIBER ANCHOR		
Serial Number:	90654387	THE THERACELL SQUEAK		
Serial Number:	90655809	THERACELL BONE TEXTILE		
Serial Number:	90655817	FIBER BOAT		
Serial Number:	90655832	THERAFUZE DBF FIBER BOAT		
Serial Number:	88093638	THERAFUZE DBF		
Serial Number:	87406728	THERACELL		

#### **CORRESPONDENCE DATA**

## Fax Number:

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: 602.650.2013
Email: uspt@polsinelli.com
Correspondent Name: Tammy L. Bunch
Address Line 1: PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	086077-550367
NAME OF SUBMITTER:	Tammy L. Bunch, Paralegal Polsinelli PC
SIGNATURE:	/Tammy L. Bunch/
DATE SIGNED:	01/08/2024

## **Total Attachments: 6**

source=2023.10.18 - Trademark Security Release#page1.tif source=2023.10.18 - Trademark Security Release#page2.tif source=2023.10.18 - Trademark Security Release#page3.tif source=2023.10.18 - Trademark Security Release#page4.tif source=2023.10.18 - Trademark Security Release#page5.tif source=2023.10.18 - Trademark Security Release#page6.tif

### TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of October 18, 2023, by TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (in such capacity, "Grantee") in favor of Arteriocyte Medical Systems, Inc., a Delaware corporation ("AMSI"), ISTO Technologies II, LLC, a Delaware limited liability company ("ISTO"), and Theracell, Inc., a Delaware corporation ("Theracell", and with AMSI and ISTO, collectively, the "Grantors" and each a "Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below) and Security Agreements (as defined below), as applicable.

### WITNESSETH:

WHEREAS, Grantors and Grantee entered into that certain Guarantee and Collateral Agreement dated as of August 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, (x) AMSI and Grantee entered into (i) that certain Trademark Security Agreement dated as of August 29, 2016 (the "2016 AMSI Security Agreement") and (ii) that certain Trademark Security Agreement dated as of June 15, 2017 (the "2017 AMSI Security Agreement"), (y) ISTO and Grantee entered into that certain Trademark Security Agreement dated as of June 15, 2017 (the "2017 ISTO Security Agreement"), and (z) Theracell and Grantee entered into that certain Trademark Security Agreement dated as of April 4, 2022 (the "2022 Theracall Security Agreement", together with the 2016 AMSI Security Agreement, 2017 AMSI Security Agreement and 2017 ISTO Security Agreement, collectively the "Security Agreements"), in each case, pursuant to which, and pursuant to the Collateral Agreement, each Grantor granted to Grantee a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether then owned or existing or thereafter created acquired or arising (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

- (i) each Trademark listed on <u>Schedule A</u> 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
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark;

WHEREAS, the 2016 AMSI Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 29, 2016, at Reel 5865, Frame 0431;

WHEREAS, the 2017 AMSI Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 15, 2017, at Reel 6085, Frame 0306;

WHEREAS, the 2017 ISTO Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on June 15, 2017, at Reel 6085, Frame 0399;

WHEREAS, the 2022 Theracell Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 4, 2022, at Reel 7679, Frame 0282;

WHEREAS, Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral:

WHEREAS, each Grantor has satisfied and fulfilled all of its obligations to release the Grantee's security interest in the Trademark Collateral.

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

- 1. Grantee hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of each Grantor's entire right, title and interest in and to the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.
- 2. Grantee represents and warrants that: (i) it has the full power and authority to execute this Trademark Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by either Grantor, other than the Trademarks set forth on Schedule 1, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office and UCC financing statements.
- 3. Grantee hereby grants and conveys to the Grantors, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral.
- 4. Grantee hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Grantee shall take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, and at such Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

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

TWIN BROOK CAPITAL PARTNERS, LLC, as Grantee

y: Drew Governs (C

Name: Drew Guyette
Title: Chief Credit Officer

# **SCHEDULE A**

Owner	Trademark Title	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
Arteriocyte Medical Systems, Inc.	Magellan	78170530	2,900,650	10/3/02	11/2/04
Arteriocyte Medical Systems, Inc.	Arteriocyte Medical Systems	77534584	3,854,317	7/30/08	9/28/10
Arteriocyte Medical Systems, Inc.	Equine-Stem	77654586	3,779,173	1/22/09	4/20/10
Arteriocyte Medical Systems, Inc.	Marol	77921667	N/A	1/27/10	N/A
Arteriocyte Medical Systems, Inc.	Mar01	77921719	4,505,555	1/27/10	4/1/14
Arteriocyte Medical Systems, Inc.	TruPRP	86509832	N/A	1/21/15	N/A
Arteriocyte Medical Systems, Inc.	Tru	87291848	N/A	1/6/2017	N/A
ISTO Technologies II, LLC	Cellpoint	4852285	86373987	8/21/2014	11/10/2015
ISTO Technologies II, LLC	Cellpoint (Canada)	N/A	1714467	8/21/2014	N//A
ISTO Technologies II, LLC	Cellpoint concentrated bone marrow a spirate system & design	4856566	86373992	8/21/2014	11/17/2015
ISTO Technologies II, LLC	Cellpoint concentrated bone marrow aspirate system & design (Canada)	N/A	1714468	8/21/2014	N/A
ISTO Technologies II, LLC	InFlux Trabecular Bone graft & design	4589892	85953086	6/6/2013	8/19/2014
ISTO Technologies II, LLC	InQu	3336291	78664434	7/6/2005	11/13/2007
ISTO Technologies II, LLC	ISTO	3466871	77331610	11/16/2007	7/15/2008
ISTO Technologies II, LLC	ISTO	2826325	78088874	10/17/2001	3/23/2004
ISTO Technologies II, LLC	ISTO	2987735	76391105	4/3/2002	8/23/2005
ISTO Technologies II, LLC	ISTO (Europe)	3891645	N/A	6/15/2004	7/30/2009
ISTO Technologies II, LLC	ISTO (Japan)	4944834	N/A	N/A	N/A
ISTO Technologies II, LLC	Cellpoint	4852285	86373987	8/21/2014	11/10/2015
ISTO Technologies II, LLC	Cellpoint (Canada)	N/A	1714467	8/21/2014	N//A

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ISTO Technologies II,	Cellpoint				
LLC	concentrated bone	4856566	86373992	8/21/2014	11/17/2015
	marrow a spirate	4030300	00373772	0/21/2014	11/1//2013
10m0 m 1 1 1 11	system & design				
ISTO Technologies II, LLC	Cellpoint concentrated bone				
LLC	marrow aspirate	N/A	1714468	8/21/2014	N/A
	system & design	1N/ A	1717700	0/21/2014	11/74
	(Canada)				
ISTO Technologies II,	ÎnFlux Trabecular	4589892	85953086	6/6/2013	8/19/2014
LLC	Bone graft & design	4389892	83933080	0/0/2013	8/19/2014
ISTO Technologies II,	InQu	3336291	78664434	7/6/2005	11/13/2007
LCTO To also also also also	ICTO			1,7,7,2,7,2	
ISTO Technologies II, LLC	ISTO	3466871	77331610	11/16/2007	7/15/2008
ISTO Technologies II,	ISTO				
LLC		2826325	78088874	10/17/2001	3/23/2004
ISTO Technologies II,	ISTO	2987735	76391105	4/3/2002	8/23/2005
LLC		2901133	70391103	4/3/2002	8/23/2003
ISTO Technologies II,	ISTO (Europe)	3891645	N/A	6/15/2004	7/30/2009
ISTO Technologies II,	ISTO (Japan)		·		
LLC	1510 (Japan)	4944834	N/A	N/A	N/A
Theracell, Inc.		90885305	N/A	8/16/2021	N/A
11101111011	FORMLOK	3000000		0.10,2021	1011
	TORMLOR				
Theracell, Inc.		90668609	N/A	4/23/2021	N/A
,,	FIBER ANCHOR				
Theracell, Inc.		90668613	N/A	4/23/2021	N/A
,	FIBER BAG				
	I IDEK DIKO				
Theracell, Inc.		90668615	N/A	4/23/2021	N/A
	THERAFUZE DBF FIBER BAG				
Theracell, Inc.		90668617	N/A	4/23/2021	N/A
	FIBER BULLETS				
Theracell, Inc.		90668622	N/A	4/23/2021	N/A
	THERAFUZE OBE FINER BULLISTS				
Theracell, Inc.		90668623	N/A	4/23/2021	N/A
	FIBERFORM				
			27/1		27/1
Theracell, Inc.		90668626	N/A	4/23/2021	N/A
	THERAFUZE DBF FIBERFORM				
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Theracell, Inc.		90668628	N/A	4/23/2021	N/A
	FIBER WRAP				

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Theracell, Inc.	THERAFUZE DBF FIBER WRAP	90668630	N/A	4/23/2021	N/A
Theracell, Inc.	BONE TEXTILE	90658679	N/A	4/20/2021	N/A
Theracell, Inc.	THERAPUZE DBF FIBER ANCHOR	90658713	N/A	4/20/2021	N/A
Theracell, Inc.	THE THERACELL SQUEAK	90654387	N/A	4/19/2021	N/A
Theracell, Inc.	THERACELL BONE TEXTILE	90655809	N/A	4/19/2021	N/A
Theracell, Inc.	FIBER BOAT	90655817	N/A	4/19/2021	N/A
Theracell, Inc.	THERAFUZE DBF FIBER BOAT	90655832	N/A	4/19/2021	N/A
Theracell, Inc.	THERAFUZE DBF	88093638	6211650	8/27/18	12/1/2020
Theracell, Inc.	THERACELL	87406728	6557630	4/11/17	11/16/2021

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**RECORDED: 12/18/2023**