

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI71559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION, as Collateral Agent		02/29/2024	National Banking Association: OHIO
RECEIVING PARTY DATA			
Company Name:	AVALIGN TECHNOLOGIES, INC.		
Street Address:	10275 West Higgins Road, Suite #920		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
Company Name:	ADVANTIS MEDICAL, INC.		
Street Address:	10275 West Higgins Road, Suite #920		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: INDIANA		
Company Name:	NEMCOMED, INC.		
Street Address:	10275 West Higgins Road, Suite #920		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: OHIO		
Company Name:	VIPER TECHNOLOGIES, LLC		
Street Address:	10275 West Higgins Road, Suite #920		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 12			

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Property Type	Number	Word Mark
Registration Number:	6164383	AVALIGN
Registration Number:	3883209	AVALIGN
Registration Number:	3440565	AVALIGN
Registration Number:	3449379	AVALIGN TECHNOLOGIES
Registration Number:	3919999	AVALIGN TECHNOLOGIES
Registration Number:	3908280	AVALIGN TECHNOLOGIES
Registration Number:	3914633	
Registration Number:	3440564	
Registration Number:	3449380	AVALIGN TECHNOLOGIES
Registration Number:	5437557	AVALIGN
Registration Number:	4002831	AVALIGN EDGE
Registration Number:	3485022	ADVANTIS

CORRESPONDENCE DATA

Fax Number: 8443453178
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: 8583141200
Email: sbhatmuley@jonesday.com,kseverson@jonesday.com
Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street
Address Line 4: NEW YORK, NEW YORK 10281-1047

NAME OF SUBMITTER:	Kiersten Severson
SIGNATURE:	Kiersten Severson
DATE SIGNED:	03/05/2024

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN FIRST LIEN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN FIRST LIEN INTELLECTUAL PROPERTY** (this "Release"), dated as of February 29, 2024 is made by KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (as defined below), in favor of NEMCOMED, INC., VIPER TECHNOLOGIES, LLC, AVALIGN TECHNOLOGIES, INC. and ADVANTIS MEDICAL, INC., (each, and collectively, the "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement (each, as defined below), as applicable.

WHEREAS, pursuant to that (i) certain First Lien Credit Agreement, dated as of December 21, 2018 (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated May 23, 2019, that certain Amendment No. 2 to First Lien Credit Agreement, dated December 5, 2022, and that certain Amendment No. 3 to First Lien Credit Agreement, dated December 15, 2022, and as further amended, restated, amended and restated, supplemented, or otherwise modified, the "Credit Agreement"), among the Loan Parties (as defined therein), KEYBANK NATIONAL ASSOCIATION, as administrative agent and as collateral agent (in such capacity, the "Collateral Agent") and the other parties thereto, (ii) certain First Lien Guarantee and Collateral Agreement, dated as of December 21, 2018 (as supplemented by Supplement No. 1 to First Lien and Guarantee Collateral Agreement, dated June 19, 2019, and as further amended, restated, amended and restated, supplemented, otherwise modified from time to time, the "Security Agreement"), among the Borrowers, Holdings, the other Subsidiaries of Holdings party thereto and the Collateral Agent, and (iii) certain First Lien Intellectual Property Security Agreement, dated as of December 21, 2018 (the "2018 IP Security Agreement") and that certain First Lien Intellectual Property Security Agreement dated as December 14, 2022 (the "2022 IP Security Agreement", together with the 2018 IP Security Agreement, the "IP Security Agreements"), executed by the Grantor in favor of the Collateral Agent, whereby the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreements), including but not limited to the Trademarks, Patents and Copyrights listed on Schedule 1, Schedule 2, and Schedule 3 respectively, attached hereto (collectively, the "IP Collateral"); and

WHEREAS, the security interest in the IP Collateral granted by the Grantor to the Collateral Agent under the 2018 IP Security Agreement was recorded at the United States Patent and Trademark Office on December 21, 2018 at Reel 047975, and Frame 0246 and Reel 6506 and Frame 0915, and the 2022 IP Security Agreement was recorded at the United States Patent and Trademark Office on December 15, 2022 at Reel 062101 and Frame 0412; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the IP Collateral.

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

1. The Collateral Agent hereby terminates the IP Security Agreements, releases, terminates and discharges all of its mortgages, liens and security interests in all of the Grantor's right, title and interest in, to and under the IP Collateral, including all security interests granted under the IP Security Agreements and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the IP Collateral to the Grantor.

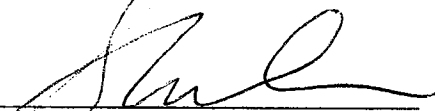
2. The Collateral Agent (at the sole cost and expense of the Grantor) hereby authorizes the Borrowers, Grantor or their respective counsel, without further notice, from and after the Effective Time (as defined in the Payoff Letter, dated February 9, 2024, among Borrowers, Holdings and the Collateral Agent) to (i) deliver a copy of this Release to the United States Commissioner for Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country, (ii) file this Release and all such instruments or other filings necessary to effectuate or evidence the Release, and (iii) take all such other actions and do all such other things, presently or in the future, as deemed necessary by any of the Borrowers, Grantor or their respective counsel to effectuate or evidence this Release.

3. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in First Lien Intellectual Property to be duly executed as of the date first set forth above.

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 



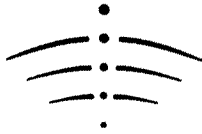
Name: Suzie R. Rinehart

Title: Senior Vice President and Senior Loan
Workout Relationship Manager

**Schedule 1
To Release of Security Interest in First Lien Intellectual Property**

REGISTERED TRADEMARKS

Owner: Avalign Technologies, Inc.

Mark	App. No.	Filing Date	Registration No.	Registration Date
AVALIGN	87345939	22-FEB-2017	6164383	29-SEP-2020
AVALIGN	77120068	01-MAR-2007	3883209	30-NOV-2010
AVALIGN	77975196	01-MAR-2007	3440565	03-JUN-2008
AVALIGN TECHNOLOGIES  AVALIGN TECHNOLOGIES	77975078	01-MAR-2007	3449379	17-JUN-2008
AVALIGN TECHNOLOGIES	77120043	01-MAR-2007	3919999	15-FEB-2011
AVALIGN TECHNOLOGIES	77120077	01-MAR-2007	3908280	18-JAN-2011
<i>Design Only</i> 	77120021	01-MAR-2007	3914633	01-FEB-2011
<i>Design Only</i> 	77975170	01-MAR-2017	3440564	03-JUN-2008
AVALIGN TECHNOLOGIES	77975195	01-MAR-2007	3449380	17-JUN-2008
AVALIGN	87593998	01-SEP-2017	5437557	03-APR-2018
AVALIGN EDGE	77632359	12-DEC-2008	4002831	26-JUL-2011

Owner: Advantis Medical, Inc.

Mark	App. No.	Filing Date	Registration No.	Registration Date
ADVANTIS	78945424	4-AUG-2006	3485022	12-AUG-2008

**Schedule 2
To Release of Security Interest in First Lien Intellectual Property**

REGISTERED PATENTS

Owner: Nemcomed, Inc.

Title	Serial No.	Patent No.	Filing Date	Issue Date	Current Status
Orthopedic Retractor	29227581	D523142	13-APR-2005	13-JUN-2006	Issued Design Patent
Orthopedic Retractor	29227735	D522140	14-APR-2005	30-MAY-2006	Issued Design Patent

Owner: Viper Technologies LLC

Title	Serial No.	Pub. No.	Patent. No.	Owner of Record
Metal Injection Molding Methods And Feedstocks	11/941,018	20090129961	7,883,662	Viper Technologies LLC, d.b.a. Thortex, Inc.
Methods Of Forming Porous Coatings On Substrates	12/555,440	20110059268	8,124,187	Viper Technologies LLC, d.b.a. Thortex, Inc.
Methods Of Preparing A Surface Of A Cast Zirconium Alloy Substrate For Oxidation	14/061,466	20150107721	9,404,173	Viper Technologies LLC

PATENT APPLICATIONS

Title	Serial No.	Patent No.	Pub. No.	Applicant
Methods Of Forming An Oxide Layer On A Metal Body	15/195,624	10,865,468	20160305005	Avalign Technologies, Inc.
Bracket Assembly	62/470398	N/A	N/A	Avalign Technologies, Inc.
Bracket Assembly	15/918,358	N/A	N/A	Avalign Technologies, Inc.
Alignment Guide for Reamer Shaft	16183255	N/A	N/A	Avalign Technologies, Inc.
Reamer Shaft Extension Assembly	16160400	11,013,520	N/A	Avalign Technologies, Inc.
Three Layer Unicompartmental Knee	(Invention Disclosure)	N/A	N/A	N/A
Multi-layered Implant	16/953,761	N/A	20210079510	Avalign Technologies, Inc.
Rotationally balanced slot pattern for flexible shafts	16/949,575	11,672,545	20220133335	Avalign Technologies, Inc.

Schedule 3
To Release of Security Interest in First Lien Intellectual Property

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None.