

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI105874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barings Finance LLC, as Administrative Agent		03/18/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	UroGPO, LLC		
Street Address:	600 Superior Ave. E., Suite 1500		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4519154	UROGPO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	(214)981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	034632-30840		
NAME OF SUBMITTER:	CHARNELLE CLARK		
SIGNATURE:	CHARNELLE CLARK		
DATE SIGNED:	03/19/2024		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 18, 2024 (“Release”), is made by Barings Finance LLC, as administrative agent (in such capacity, the “Administrative Agent”) in favor of UroGPO, LLC, a Delaware limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of December 15, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor, the Administrative Agent, and others party thereto, and the Trademark Security Agreement, dated as of December 15, 2020 (the “Trademark Security Agreement”), by and among the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on December 15, 2020 at Reel 7134, Frame 0321.

WHEREAS, the Grantor requests a release of the security interest in the Trademark Collateral granted by the Grantor; and

WHEREAS, the Administrative Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral and to reassign any and all rights, title, and interest in the same to the Grantor, as provided herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of the Secured Parties, and the Grantor hereby agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. The Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

- (a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of the Grantor in and to, all of the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (b) reassigns, grants and conveys to the Grantor any and all of the Administrative Agent’s right, title and interest in and to the Trademark Collateral; and
- (c) authorizes the recordation of this Release with the USPTO at the Grantor’s expense.

SECTION 3. Further Actions. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its respective successors, assigns or other legal representatives, all such

cooperation and assistance reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purpose of this Release.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

BARINGS FINANCE LLC, as Administrative Agent

By: Brianne Ptacek

Name: Brianne Ptacek

Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration Number	Registration date
UROGPO	4519154	4/22/2014