

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM168327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Agency Services, LLC		03/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Avalign Technologies, Inc.		
Street Address:	10275 West Higgins Road		
Internal Address:	Suite 920		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Corporation: DELAWARE		
Company Name:	Viper Technologies, LLC		
Street Address:	10275 West Higgins Road		
Internal Address:	Suite 920		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Limited Liability Company: OREGON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87345939	AVALIGN	
Serial Number:	77120068	AVALIGN	
Serial Number:	77975196	AVALIGN	
Serial Number:	77975078	AVALIGN TECHNOLOGIES	
Serial Number:	77120077	AVALIGN TECHNOLOGIES	
Serial Number:	77120021		
Serial Number:	77975170		
Serial Number:	77975195	AVALIGN TECHNOLOGIES	
Serial Number:	87593998	AVALIGN	
CORRESPONDENCE DATA			

OP \$240.00.00 87345939

Fax Number: 2125584229
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: 2125584229
Email: demarcor@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	021692/00021
NAME OF SUBMITTER:	Raffaele DeMarco
SIGNATURE:	Raffaele DeMarco
DATE SIGNED:	03/04/2024

Total Attachments: 6
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RELEASE OF FIRST LIEN NOTES SECURITY INTEREST IN INTELLECTUAL
PROPERTY

This RELEASE OF FIRST LIEN NOTES SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of March 1, 2024 is made by CRESCENT AGENCY SERVICES, LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of AVALIGN TECHNOLOGIES, INC. and VIPER TECHNOLOGIES, LLC. (each, and collectively, the “Grantor”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, pursuant to (i) that certain First Lien Notes Guarantee and Collateral Agreement, dated as of December 14, 2022, by and among the Grantor, the other grantors party thereto and the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), and (ii) that certain First Lien Notes Intellectual Property Security Agreement, dated December 14, 2022, executed by the Grantor in favor of the Collateral Agent, whereby the Grantor granted to the Collateral Agent (the “IP Security Agreement”) 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 Agreement), 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”);

WHEREAS, the security interest in the IP Collateral granted by the Grantor to the Collateral Agent under the IP Security Agreement was recorded at the United States Patent and Trademark Office on December 14, 2022, at Reel 062096 and Frame 0869 and December 14, 2022, at Reel 7920, and Frame 0988; 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 Agreement, 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 Agreement, 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 Grantor or its respective counsel, without further notice, 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 the Grantor or its 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 to be duly executed as of the date first set forth above.

CRESCENT AGENCY SERVICES, LLC,
as Collateral Agent

By: Crescent Capital Group, LP, its Managing
Member

By:  _____

Name: Chris Wang



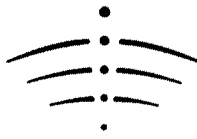
Title: Managing Director

By:  _____

Name: Peter Quinones

Title: Vice President

SCHEDULE 1
TRADEMARKS

Mark	App. No.	Filing Date	Registration No.	Registration Date	Grantor
AVALIGN	87345939	22-FEB-2017	6164383	29-SEPT-2020	Avalign Technologies, Inc.
AVALIGN	77120068	01-MAR-2007	3883209	30-NOV-2010	Avalign Technologies, Inc.
AVALIGN	77975196	01-MAR-2007	3440565	03-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES 	77975078	01-MAR-2007	3449379	17-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES	77120077	01-MAR-2007	3908280	18-JAN-2011	Avalign Technologies, Inc.
Design Only 	77120021	01-MAR-2007	3914633	01-FEB-2011	Avalign Technologies, Inc.
Design Only 	77975170	01-MAR-2017	3440564	03-JUN-2008	Avalign Technologies, Inc.
AVALIGN TECHNOLOGIES	77975195	01-MAR-2007	3449380	17-JUN-2008	Avalign Technologies, Inc.
AVALIGN	87593998	01-SEP-2017	5437557	03-APR-2018	Avalign Technologies, Inc.

SCHEDULE 2
PATENTS

Patents

Title	Serial No.	Patent No.	Issue Date	Grantor
Metal Injection Molding Methods And Feedstocks	11/941,018	7,883,662	02-08-2011	Viper Technologies, LLC
Methods Of Forming Porous Coatings On Substrates	12/555,440	8,124,187	02-28-2012	Viper Technologies, LLC
Methods Of Preparing A Surface Of A Cast Zirconium Alloy Substrate For Oxidation	14/061,466	9,404,173	08-02-2016	Viper Technologies, LLC

Patent Applications

Title	Serial No.	Filing Date	Grantor
Methods Of Forming An Oxide Layer On A Metal Body	15/195,624	06-28-2016	Avalign Technologies, Inc.
Bracket Assembly	15/918,358	03-12-2018	Avalign Technologies, Inc.
Alignment Guide for Reamer Shaft	16/183255	11-07-2018	Avalign Technologies, Inc.
Reamer Shaft Extension Assembly	16/160400	10-15-2018	Avalign Technologies, Inc.
Multi-layered Implant	16/953,761	11-20-2020	Avalign Technologies, Inc.
Rotationally balanced slot pattern for flexible shafts	16/949,575	11-04-2020	Avalign Technologies, Inc.

SCHEDULE 3
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None.