

900375750 08/23/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM396065

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
<i>limited partnership</i>			
Name	Formerly	Execution Date	Entity Type
GPB HOLDINGS II, LP		08/18/2016	DELAWARE
RECEIVING PARTY DATA			
Name:	THERAGEN, INC., f/k/a Theragen LLC		
Street Address:	11220 Assett Loop, Suite 101		
City:	Manassas		
State/Country:	VIRGINIA		
Postal Code:	20109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4154549	AVIVAFIX	
Registration Number:	3967197	AVIVASTIM	
Registration Number:	3967198	AVIVATENS	
Registration Number:	3720117	KNEEHAB	
Registration Number:	2639442	NEUROTECH	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
<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:	215-864-8407		
Email:	wintners@ballardspahr.com		
Correspondent Name:	Sandra Wintner		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Sandra Wintner		
SIGNATURE:	/Sandra Wintner/		
DATE SIGNED:	08/23/2016		
Total Attachments: 5			

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of August 18, 2016 and granted by GPB HOLDINGS II, LP (the “**Secured Party**”), a Delaware limited partnership in favor of THERAGEN, INC., f/k/a Theragen LLC (the “**Grantor**”), a Delaware corporation and its successors, assigns and legal representatives.

WHEREAS, the Grantor executed and delivered to Secured Party that certain Intellectual Property Security Agreement by and between the Grantor and the Secured Party dated as of August 14, 2015 (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005600, Frame 0489 on August 17, 2015; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Secured Party hereby agrees as follows:

1. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing arising from the Security Agreement; and

(d) any and all claims and causes of action, with respect to any of the foregoing arising from the Security Agreement, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees, at the Grantor's expense, to take all further actions as reasonably requested, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GPB HOLDINGS II, LP

By: 

Name: Evan Myrianthopoulos

Title: Managing Partner

Address for Notices:

533 West 24th St., Floor 4
New York, NY 10011

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
AVIVAFIX	USA	Granted/Registered	05/06/2022	77954556	4154549
AVIVASTIM	USA	Granted/Registered	24/05/2021	77901570	3967197
AVIVATENS	USA	Granted/Registered	24/05/2021	77901578	3967198
KNEEHAB	Australia	Granted/Registered	29/10/2020	1391817	1391817
KNEEHAB	European Union	Granted/Registered	23/08/2022	2827103	2827103
KNEEHAB	USA	Granted/Registered	01/12/2019	78727873	3720117
Kneehab Fix	Germany	Granted/Registered	31/0/2020	302010050214	302010050214
Kneehab XP	Germany	Granted/Registered	30/04/2018	302008026488	302008026488
KneehabXP	South Korea	Granted/Registered	19/03/2025	40-2014-40495	40-1094985
NEUROTECH	South Korea	Pending		40-2014- 0069214	
MEDISTIM	Australia	Granted/Registered	29/10/2020	1391820	1391820
MEDITENS	Australia	Granted/Registered	29/10/2020	1391819	1391819
MEDITENSXP	European Union	Granted/Registered	11/10/2021	10332161	10332161
NEUROTECH	Australia	Granted/Registered	13/09/2020	1383345	1383345
NEUROTECH	Canada	Granted/Registered	02/04/2024	1356016	TMA737429
NEUROTECH	China	Granted/Registered	20/07/2024	11191843	11191843

TRADE MARK	Country	Status	Renewal Date	Application Number	Registration Number
NEUROTECH	European Union	Granted/Registered	31/07/2017	6087043	6087043
NEUROTECH	France	Granted/Registered	13/07/2016	1363604	1363604
NEUROTECH	India	Pending		2138568	
NEUROTECH	Japan	Granted/Registered	07/03/2018	2007-077930	5117312
NEUROTECH	South Korea	Pending		40-2014-0069214	
NEUROTECH	United Kingdom	Granted/Registered	01/10/2018	1478362	1478362
NEUROTECH	United Kingdom	Granted/Registered	02/07/2017	1270426	1270426
NEUROTECH	USA	Granted/Registered	22/10/2022	76363895	2639442
NEUROTECH	Ireland	Granted/Registered	15/12/2021	165635	165635
NT MEDITENS PLUS	European Union	Granted/Registered	12/10/2021	2409878	2409878
NT MEDISTIM PLUS	European Union	Granted/Registered	09/07/2023	3262714	3262714
QUATTROME D	Australia	Granted/Registered	29/10/2020	1391822	1391822