# OP \$165.00 3779405

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM812150

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Collateral Agent		05/22/2023	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Misonix OpCo, LLC	
Street Address:	1938 New Highway	
City:	Farmingdale	
State/Country:	NEW YORK	
Postal Code:	11735	
Entity Type:	Limited Liability Company: DELAWARE	
Name:	Solsys Medical, LLC	
Street Address:	600 Thimble Shoals Boulevard, Suite 200	
City:	Newport News	
State/Country:	VIRGINIA	
Postal Code:	23606	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3779405	THERASKIN
Registration Number:	3829378	THERAGENESIS
Registration Number:	3187259	THERAGAUZE
Registration Number:	6211811	DESIGNED BY NATURE, MADE FOR HEALING
Registration Number:	6190510	LIVING PROOF
Serial Number:	90663280	THERAGRAFT

## **CORRESPONDENCE DATA**

**Fax Number:** 7043738822

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:** 7043734640

**Email:** bsmith@mcguirewoods.com

TRADEMARK
REEL: 008080 FRAME: 0302

900774477

Correspondent Name: Betty G. Smith, Senior Paralegal Address Line 1: McGuireWoods LLP, 201 N. Tryon St.

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-1970
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	05/22/2023

# **Total Attachments: 3**

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## NOTICE OF RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS (as amended, restated, supplemented or otherwise modified, this "Notice of Release"), effective as of May 22, 2023, is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent").

WHEREAS, MISONIX OPCO, LLC, a Delaware limited liability company ("Misonix OpCo") with an address of 1938 New Highway, Farmingdale, NY 11735 and SOLSYS MEDICAL, LLC, a Delaware limited liability company ("Solsys" and together with Misonix OpCo, the "Grantors") with an address of 600 Thimble Shoals Boulevard, Suite 200, Newport News, VA 23606 and the Collateral Agent, are party to (i) that certain Pledge and Security Agreement, dated as of December 6, 2019 (the "Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of November 5, 2021 (the "Trademark Notice") (each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Security Agreement or Trademark Notice, as applicable), whereby the Grantors granted to the Collateral Agent a continuing security interest in the Trademarks and Trademark applications identified on Schedule A thereto, including, without limitation, the following Trademarks (the "Specified Trademark Collateral"):

Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date
THERASKIN	USA	77746150	5/28/2009	3779405	4/20/2010
THERAGENESIS	USA	77746159	5/28/2009	3829378	8/03/2010
THERAGAUZE	USA	78818092	2/17/2006	3187259	12/19/2006
DESIGNED BY NATURE, MADE FOR HEALING	USA	88290880	2/06/2019	6211811	12/01/2020
LIVING PROOF	USA	88290885	2/6/2019	6190510	11/03/2020
THERAGRAFT	USA	90663280	4/22/2022	Pending	N/A

WHEREAS, the Trademark Notice was recorded in the records of the U.S. Patent and Trademark Office on November 11, 2021, at Reel 7491, Frame 0962.

WHEREAS, the Collateral Agent has agreed to release its security interest in, and discharge fully its lien on, the Specified Trademark Collateral in accordance with the terms of the Trademark Notice, and as herein provided;

NOW, THEREFORE, for valuable consideration, the Collateral Agent hereby terminates, cancels, discharges and releases all mortgages, liens and security interests granted to the Collateral Agent under the Trademark Notice and the Security Agreement in the Specified Trademark Collateral and all related goodwill, proceeds, products, rents and profits of or from the foregoing Specified Trademark Collateral, including without limitation any claim by the Collateral Agent against third parties for past, present, or future infringement or dilution of the Specified Trademark Collateral and injury to the goodwill associated

with the Specified Trademark Collateral, and hereby reassigns to the Grantors all of the foregoing; provided, however, that no other mortgages, liens or security interests are released hereby except as expressly set forth herein, and the Security Agreement and Trademark Notice shall remain in full force and effect with respect to all trademarks, trademark applications and all related proceeds, products, rents, profits and claims with respect thereto, other than the Specified Trademark Collateral and all related proceeds, products, rents, profits and claims with respect to such Specified Trademark Collateral.

The invalidity or unenforceability of any provision of this Notice of Release shall not affect the validity or enforceability of any other provision of this Notice of Release, which shall remain in full force and effect.

This Notice of Release and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

The Collateral Agent hereby agrees and shall take all further actions, and provide to Grantors and their 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 Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Notice of Release. The Grantors (and any successors to the Grantors, including any person or entity hereafter holding any right, title or interest in and to the Specified Trademark Collateral) are hereby authorized to record this Notice of Release with the U.S. Patent and Trademark Office.

This Notice of Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page left blank intentionally; signature pages follow.]

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IN WITNESS WHEREOF, the Collateral Agent has caused this Notice of Release to be duly executed as of the date first set forth above.

WELLS FARGO BANK, NATIONAL

ASSOCIATION, as Collateral Agent

Name:

Title

Bioventus LLC Notice of Release of Security Interest in Trademarks Signature Page

**RECORDED: 05/22/2023**