

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/11/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nexcore Technology, LLC		
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Meditron Devices, LLC		
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: NEW JERSEY		
Name:	Phase 2 Medical Manufacturing, Inc.		
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Corporation: NEW HAMPSHIRE		
Name:	Sontek Holdings, LLC		
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
Name:	Phase 2 Mexico, LLC		
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.		
City:	Old Greenwich		

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State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Limited Liability Company: NEW HAMPSHIRE
Name:	Nexcore Holdings, LLC
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Limited Liability Company: DELAWARE
Name:	P2 Acquisition Holdco, Inc.
Street Address:	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2879390	NEXCORE
Registration Number:	3269706	SAFELOG
Registration Number:	3164531	BRONCH-SAFE
Registration Number:	1328340	TRACH-SAFE
Registration Number:	3164529	SUCTION SAFE

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2062872 TM 1
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	07/12/2023

Total Attachments: 6

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement, dated as of July 11, 2023 (this “**Release**”) is made with regard to that certain Intellectual Property Security Agreement entered into as of July 3, 2017 (as amended from time to time, “**IP Security Agreement**”) by and among Nexcore Technology, LLC, a Delaware limited liability company (the “**Company**”), Meditron Devices, LLC, a New Jersey limited liability company (“**Meditron**”), Phase 2 Medical Manufacturing, Inc., a New Hampshire corporation (“Phase 2”), Sontek Holdings, LLC, a New Hampshire limited liability company (“**Sontek**”) and Phase 2 Mexico, LLC, a New Hampshire limited liability company (“**Phase 2 Mexico**” and collectively with the Company, Meditron, Phase 2 and Sontek, as the “**Borrowers**”), Nexcore Holdings, LLC, a Delaware limited liability company (“**Holdings**”), P2 Acquisition Holdco, Inc., a Delaware corporation (“**Intermediate Holdings**”, together with the Borrowers, Holdings and Intermediate Holdings, each a “**Grantor**”, and collectively, the “**Grantors**”), and JPMorgan Chase Bank, N.A. (the “**Lender**”), on behalf of the Lender and the other Secured Parties. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Lender agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Credit Agreement, dated as of July 3, 2017, by and between Lender and the Grantors (as amended to date, the “**Credit Agreement**”).

WHEREAS, pursuant the IP Security Agreement, which was recorded on July 3, 2017 at Reel 042883, Frame 0730 in the Patent division of the U.S. Patent and Trademark Office, the Grantors granted Lender a security interest in certain patents and patent applications, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of business of Grantors connected with and symbolized by such patents (collectively, the “**Patents**”) listed in the Schedule A hereto.

WHEREAS, pursuant the IP Security Agreement, which was recorded on July 3, 2017 at Reel 7303, Frame 0877 in the Trademark division of the U.S. Patent and Trademark Office, the Grantors granted Lender a security interest in certain trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of business of Grantors connected with and symbolized by such trademarks (collectively, the “**Trademarks**”) listed in the Schedule B hereto.

WHEREAS, the Grantors have paid and satisfied in full its Obligations under the Credit Agreement, and the parties desire to enter into this Release to confirm that Lender has released its security interests in and to the Collateral and to expunge any recordation of the security interest insofar as it pertains to the Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender forever releases and discharges the entire security interest in and to all of the Collateral.

Lender hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Grantors reasonably shall request to terminate any security interest in the Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such security interest in the Collateral.

Lender acknowledges and agrees that the Grantors and its successors and assigns may rely upon this Release. Lender represents and warrants that it has not transferred or assigned all or any part of the security interest in the Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, Lender has caused this Release to be executed by a duly authorized officer thereunto as of the date first written above.

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *R. Zvalauskas*
Name: *Lech Zvalauskas*
Title: *Authorized Officer*

Schedule A

PATENTS

Patent Description	Patent Number	Issue Date
Auxiliary antenna array for system for detecting foreign objects in a surgical patient	US 7,589,634 B2	9/15/2009

PATENT APPLICATIONS

Patent Application	Application Filing Date	Application Serial Number
N/A	N/A	N/A

Schedule B

TRADEMARKS

Trademark	Registration Date	Registration Number
NEXCORE	8/31/2004	2879390
SAFELOG	7/24/2007	3269706
Bronch-Safe	10/31/2006	3,164,531
Trach-Safe	4/2/1985	1,328,340
Suction Safe	10/31/2006	3,164,529

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
N/A	N/A	N/A

INTERNATIONAL TRADEMARKS

N/A

Schedule C

COPYRIGHTS

Copyright	Registration Date	Registration Number
N/A	N/A	N/A

COPYRIGHT APPLICATIONS

Copyright Application	Application Filing Date	Application Serial Number
N/A	N/A	N/A