

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM823776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		07/11/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEXTPHASE MEDICAL DEVICES LLC		
<b>Street Address:</b>	c/o Kidd & Company, LLC, 1455 E. Putnam Ave.		
<b>City:</b>	Old Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06870		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5639231	DESIGN. BUILD. SERVICE. NEXTPHASE MEDICA	
<b>Registration Number:</b>	5639230	NEXTPHASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2062872 TM 2		
<b>NAME OF SUBMITTER:</b>	ANDREW NASH		
<b>SIGNATURE:</b>	/ANDREW NASH/		
<b>DATE SIGNED:</b>	07/12/2023		
<b>Total Attachments: 5</b>			
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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 May 21, 2021 (as amended from time to time, “*IP Security Agreement*”) by and between **JPMORGAN CHASE BANK, N.A.** (“*Lender*”) and **NEXTPHASE MEDICAL DEVICES LLC**, a Delaware limited liability company (the “*Grantor*”). 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 Grantor in the amounts and manner set forth in that certain Amended and Restated Credit Agreement, dated as of May 21, 2021, by and between Lender and the Grantor (as amended to date, the “*Credit Agreement*”).

WHEREAS, pursuant the IP Security Agreement, which was recorded on May 21, 2021 at Reel 7303, Frame 0411 in the Trademark division of the U.S. Patent and Trademark Office, the Grantor 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 Grantor connected with and symbolized by such trademarks (collectively, the “*Trademarks*”) listed in the Schedule B hereto.

WHEREAS, the Grantor has 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 Grantor 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 Grantor 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: *Rob Zvalauskas*  
Title: *Authorized Officer*

SCHEDULE A

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
NONE		

SCHEDULE B

Trademarks

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Design. Build. Service. NextPhase Medical Devices LLC (Stylized)	5639231	12/25/2018
NextPhase	5639230	12/25/2018
Design. Build. Service. NextPhase Medical Devices LLC (Stylized)	017881645	8/20/2018
Design. Build. Service. NextPhase Medical Devices LLC (Stylized)	UK00917881645	8/20/2018

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		