

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Replaces Document Filed at 8130/0513)		
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:	Nextphase Medical Devices LLC		
Street Address:	7373 East Doubletree Ranch Rd		
Internal Address:	Suite B227		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5639231	DESIGN. BUILD. SERVICE. NEXTPHASE MEDICA	
Registration Number:	5639230	NEXTPHASE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Ave		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17983-94		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/Hayley Smith/		
DATE SIGNED:	08/14/2023		
Total Attachments: 3			
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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 IP Security 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 the Collateral (including, without limitation, the Trademarks listed on Schedule A 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 hereby: terminates the IP Security Agreement, and forever terminates, releases and discharges its entire security interest in, to and under all of the Collateral, including, without limitation, the Trademarks set forth on Schedule A.

Lender hereby agrees to execute such instruments, to take all other actions, and to give such further assurances, 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 to terminate all of Lender’s security interest in the Collateral and otherwise to effectuate, confirm or record this Release.

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. Lender authorizes and requests that the Commissioner for Trademarks and any other applicable government officer to record this Release.

[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: *Leah Zvalauskas*
Title: *Authorized Officer*

SCHEDULE A

Trademarks

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