

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Replaces Document filed at 8130/0504)		
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:	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:	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:	1455 E. Putnam Ave		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	Corporation: NEW HAMPSHIRE		
Name:	Sontek Holdings, 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: NEW HAMPSHIRE		
Name:	Phase 2 Mexico, LLC		
Street Address:	1455 E. Putnam Ave		

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City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Limited Liability Company: NEW HAMPSHIRE
Name:	Nexcore Holdings, LLC
Street Address:	1445 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:	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: 2124464900
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: 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: 5

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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 Patent Reel 042883, Frame 0730 and Trademark Reel 6097, Frame 0877 in the U.S. Patent and Trademark Office, the Grantors granted Lender a security interest in the Collateral (including, without limitation, the Patents listed on Schedule A hereto and the Trademarks listed on Schedule B hereto).

WHEREAS, the Grantors have paid and satisfied in full their 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, and upon the terms set forth in this Release, 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 Patents set forth on Schedule A and the Trademarks set forth on Schedule B hereto.

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 Grantors and their 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 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. Lender authorizes and requests that the Commissioner for Patents and 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: *Lech Zvalauskas*
Title: *Authorized Officer*

Schedule A

PATENTS

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

Schedule B

TRADEMARKS

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