

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUNWAY GROWTH FINANCE CORP (F/K/A RUNWAY GROWTH CREDIT FUND INC.)		12/29/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	VERO BIOTECH INC. (F/K/A VERO BIOTECH LLC)		
Street Address:	2941 Oxbow Circle		
City:	Cocoa		
State/Country:	FLORIDA		
Postal Code:	32926		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87559970	VERO BIOTECH	
Serial Number:	87559963	VERO BIOTECHNOLOGIES	
Serial Number:	87772550	GENOSYL	
Serial Number:	87772759	GENOSYL ADS ACUTE DELIVERY SYSTEM	
Serial Number:	87772709	GENOSYL ADS ADVANCED DELIVERY SYSTEM	
Registration Number:	4700107	GENOSYL	
Registration Number:	4496333	GENOSYL	
Serial Number:	97668574	SMART FEEDBACK SYSTEM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		

OP \$215.00 87559970

Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	2219042 TM
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	01/03/2024
Total Attachments: 9 source=Runway-Vero IPSA Termination#page1.tif source=Runway-Vero IPSA Termination#page2.tif source=Runway-Vero IPSA Termination#page3.tif source=Runway-Vero IPSA Termination#page4.tif source=Runway-Vero IPSA Termination#page5.tif source=Runway-Vero IPSA Termination#page6.tif source=Runway-Vero IPSA Termination#page7.tif source=Runway-Vero IPSA Termination#page8.tif source=Runway-Vero IPSA Termination#page9.tif	

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of December 29, 2023, is executed by **RUNWAY GROWTH FINANCE CORP (F/K/A RUNWAY GROWTH CREDIT FUND INC.)** (the "Secured Party"), and in favor of **VERO BIOTECH INC. (F/K/A VERO BIOTECH LLC)**, a Delaware corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of December 29, 2020, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of December 29, 2020, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property (defined below).

B. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on October 3, 2022, at Reel/Frame 7149/0034 and Reel/Frame 054866/0589, to evidence the security interest granted under the Loan Agreement.

C. Secured Party agrees to terminate and release its security interest in the Intellectual Property specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property (as defined in the Intellectual Property Security Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in **Exhibit C**;

(d) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals;

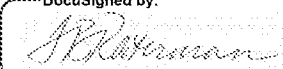
- (e) any and all source code;
 - (f) any and all design rights which may be available to Grantor;
 - (g) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above;
 - (h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.
3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.
 4. Secured Party shall record or file this Termination with the United States Patent and Trademark Office (at the Grantor's sole cost and expense).
 5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

**RUNWAY GROWTH FINANCE CORP.
(F/K/A RUNWAY GROWTH CREDIT FUND
INC.)**

DocuSigned by:

By: 9E10924FEED944E

Name: Thomas B. Raterman

Title: Chief Financial Officer, Chief Operating
Officer

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
TRADEMARKS

<u>Owner</u>	<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
VERO Biotech LLC	VERO BIOTECH	87/559,970	8/8/2017
VERO Biotech LLC	VERO BIOTECHNOLOGIES	87/559,963	8/8/2017
VERO Biotech LLC	GENOSYL	87/772,550	1/26/2018
	GENOSYL ADS ACUTE	87/772,759	1/26/2018
VERO Biotech LLC	DELIVERY SYSTEM		
	GENOSYL ADS ADVANCED	87/772,709	1/26/2018
	DELIVERY SYSTEM		
VERO Biotech LLC	GENOSYL	4,700,107	12/2/2011
VERO Biotech LLC	GENOSYL	4,496,333	12/2/2011
VERO Biotech Inc.	SMART FEEDBACK SYSTEM	97/668,574	11/08/2022

EXHIBIT C

PATENTS

<u>Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
VERO Biotech LLC	SIMPLE NITRIC OXIDE GENERATOR FOR AMBULATORY AND/OR BEDSIDE INHALED NO TREATMENT	09/769,766	1/26/2001
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	10/229,026	8/28/2002
VERO Biotech LLC	METHOD AND APPARATUS FOR NITRIC OXIDE GENERATION	10/228,958	8/28/2002
VERO Biotech LLC	CONTROLLED GENERATION OF NITRIC OXIDE	10/228,956	8/28/2002
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	11/279,029	4/7/2006
VERO Biotech LLC	METHOD AND APPARATUS FOR NITRIC OXIDE GENERATION	11/382,116	5/8/2006
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	11/206,305	8/18/2005
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	12/500,929	7/10/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/298,970	11/17/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/555,567	7/23/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	14/107,629	12/16/2013
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	15/385,354	12/20/2016
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	16/186,790	11/12/2018
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	17/080,306	10/26/2020
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	11/276,610	3/7/2006
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	12/619,959	11/17/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/269,106	10/7/2011

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VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/587,543	8/16/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	14/474,252	9/1/2014
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	15/967,209	4/30/2018
VERO Biotech LLC	KIT FOR THE CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	12/076,723	3/21/2008
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/113,787	5/31/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	12/361,274	1/28/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/072,466	3/25/2011
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	13/480,376	5/24/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	14/107,535	12/16/2013
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	14/294,070	6/2/2014
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	15/645,197	7/10/2017
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIC OXIDE (NO)	16/512,021	7/15/2019
VERO Biotech LLC	METHODS FOR DIAGNOSING AND TREATING A HEART CONDITION IN A PATIENT	12/508,959	7/24/2009
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	12/541,137	8/13/2009
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	14/107,554	12/16/2013
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	14/612,266	2/2/2015
VERO Biotech LLC	SYSTEMS AND DEVICES FOR GENERATING NITRIC OXIDE	15/469,447	3/24/2017
VERO Biotech LLC	SYSTEMS FOR GENERATING NITRIC OXIDE	12/541,141	8/13/2009
VERO Biotech LLC	SYSTEMS FOR GENERATING NITRIC OXIDE	16/444,791	6/18/2019
VERO Biotech LLC	DEVICES AND METHODS FOR MINIMIZING AND TREATING HIGH-ALTITUDE SICKNESS	12/541,144	8/13/2009

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VERO Biotech LLC	DEVICES AND METHODS FOR MINIMIZING AND TREATING HIGH-ALTITUDE SICKNESS	17/025,298	9/18/2020
VERO Biotech LLC	DELIVERY OF HIGH CONCENTRATION NITRIC OXIDE	12/541,148	8/13/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIX OXIDE (NO)	12/563,662	9/21/2009
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIX OXIDE (NO)	13/436,018	3/30/2012
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIX OXIDE (NO)	14/270,260	5/5/2014
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIX OXIDE (NO)	15/229,105	8/4/2016
VERO Biotech LLC	CONVERSION OF NITROGEN DIOXIDE (NO ₂) TO NITRIX OXIDE (NO)	16/590,093	10/1/2019
VERO Biotech LLC	NITRIC OXIDE THERAPIES	12/819,670	6/21/2010
VERO Biotech LLC	NITRIC OXIDE THERAPIES	14/138,061	12/21/2013
VERO Biotech LLC	NITRIC OXIDE THERAPIES	14/948,992	11/23/2015
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	12/951,811	11/22/2010
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	14/163,531	1/24/2014
VERO Biotech LLC	NITRIC OXIDE DELIVERY SYSTEM	13/017,768	1/31/2011
VERO Biotech LLC	NITROSYL SPECIAL CONNECTOR	13/094,541	4/26/2011
VERO Biotech LLC	DELIVERY OF ULTRA PURE NITRIC OXIDE (NO)	13/094,535	4/26/2011
VERO Biotech LLC	DELIVERY OF ULTRA PURE NITRIC OXIDE (NO)	14/546,373	11/18/2014
VERO Biotech LLC	DELIVERY OF ULTRA PURE NITRIC OXIDE (NO)	16,247,516	1/14/2019
VERO Biotech LLC	NITRIC OXIDE TREATMENTS	13/310,359	12/2/2011
VERO Biotech LLC	METHOD OF DETERMINING VASOREACTIVITY USING INHALED NITRIC OXIDE	13/735,558	1/7/2013
VERO Biotech LLC	METHOD OF MIXING GASES INCLUDING NITRIC OXIDE	14/071,841	11/5/2013
VERO Biotech LLC	NITROGEN DIOXIDE STORAGE CASSETTE	14/918,511	10/20/2015
VERO Biotech LLC	NITROGEN DIOXIDE STORAGE DEVICE	16/283,724	2/22/2019
VERO Biotech LLC	NITROGEN DIOXIDE STORAGE DEVICE	16/988,185	8/7/2020
VERO Biotech LLC	NITRIC OXIDE TREATMENT SYSTEM AND METHOD	16/446,824	6/20/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR ADMINISTERING GASES INCLUDING NITRIC OXIDE	16/773,707	1/27/2020

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VERO Biotech LLC	METHOD AND APPARATUS FOR MANUFACTURING NITROGEN TETROXIDE	16/515,661	7/18/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR AUTOMATIC CALIBRATION	16/511,928	7/15/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR CALIBRATION OF GAS AND LIQUID CONCENTRATION SENSORS WITHOUT THE NEED FOR KNOWN CALIBRATION STANDARDS	16/513,274	7/16/2019
VERO Biotech LLC	ON-DEMAND PHARMACEUTICAL PRODUCTS	16/513,280	7/16/2019
VERO Biotech LLC	DATA COLLECTION DEVICE	16/513,363	7/16/2019
VERO Biotech LLC	START-UP PROTOCOLS FOR NITRIC OXIDE DELIVERY DEVICE	16/513,312	7/16/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR DELIVERY OF NITRIC OXIDE	16/515,756	7/18/2019
VERO Biotech LLC	SYSTEM AND METHOD FOR PORTABLE NITRIC OXIDE DELIVERY	16/515,768	7/18/2019
VERO Biotech LLC	METHOD AND APPARATUS FOR ADMINISTERING NITRIC OXIDE WITH GAS SCRUBBER	16/515,777	7/18/2019
VERO Biotech LLC	DELIVERY OF NITRIC OXIDE	16/514,688	7/17/2019
VERO Biotech LLC	MALE GAS CONNECTOR	29/360,522	4/27/2010
VERO Biotech LLC	FEMALE GAS CONNECTOR	29/360,525	4/27/2010

Exhibit C

DMS 41189134.3

RECORDED: 01/03/2024

**TRADEMARK
REEL: 008353 FRAME: 0645**