

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI48692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRINITY CAPITAL INC.		01/15/2024	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	DELPHINUS MEDICAL TECHNOLOGIES, INC.		
<b>Street Address:</b>	45525 Grand River Avenue		
<b>City:</b>	Novi		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48374		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5984665	DELPHINUS	
<b>Registration Number:</b>	6108150	SOFTVUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133412		
<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>	3174353543		
<b>Email:</b>	twagner@taftlaw.com		
<b>Correspondent Name:</b>	Tiffini Wagner		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	DELMED-00001		
<b>NAME OF SUBMITTER:</b>	TIFFINI WAGNER		
<b>SIGNATURE:</b>	TIFFINI WAGNER		
<b>DATE SIGNED:</b>	02/27/2024		
<b>Total Attachments: 4</b>			
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of January 15, 2024 and granted by TRINITY CAPITAL INC., a Maryland corporation (the “**Secured Party**”), in favor of DELPHINUS MEDICAL TECHNOLOGIES, INC., a Delaware corporation (the “**Grantor**”) and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 22, 2023 (the “**Loan Agreement**”) among the Secured Party and Grantor, the Grantor executed and delivered to Secured Party that certain Intellectual Property Security Agreement by and between the Grantor and the Secured Party dated as of June 22, 2023 (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 8109, Frame 0657 on June 26, 2023; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

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

1. Release of Security Interest. Secured Party and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Trademark,

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Secured Party agrees to take all further reasonable actions, and provide to the Grantor and their successors, assigns and legal representatives all such reasonable 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 in order to confirm, effectuate or record this Release.

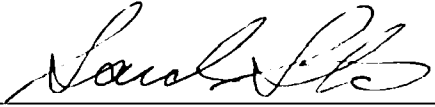
3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**Secured Party:**

TRINITY CAPITAL INC.,  
a Maryland corporation

By: 

Print Name: Sarah Stanton

Its: General Counsel & Chief Compliance  
Officer

**ACKNOWLEDGMENT**

STATE OF [STATE] )  
 )SS.  
COUNTY OF [COUNTY] )

On the \_\_\_\_\_ day of February, 2024, before me personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the \_\_\_\_\_ of Trinity Capital Inc., the corporation described, and acknowledged the instrument to be the free act and deed of \_\_\_\_\_ for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
Printed Name:

My Commission Expires:

**SCHEDULE 1**  
**TRADEMARKS**

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Registration Date</b>
DELPHINUS	87043832	5984665	February 11, 2020
SOFTVUE	87043815	6108150	July 21, 2020