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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM304390

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AJN Lending, LLC		05/09/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Access Closure, Inc.		
Street Address:	5452 Bety Ross Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: DELAWARE		

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark	
Serial Number:	77766680	MYNX M5	
Serial Number:	85110859	THE ART OF CLOSING	
Serial Number:	85135054	BENGAL	
Serial Number:	85150025	MYNX VASCULAR CLOSURE DEVICE WITH GRIP T	
Serial Number:	85150032	MYNX WITH GRIP	
Serial Number:	85150033	GRIP TECHNOLOGY	
Serial Number:	85153243	ACCESSCLOSURE	
Serial Number:	77066337	MYNX	
Serial Number:	85280686	MYNXGRIP	
Serial Number:	85154897	MYNX CADENCE	

## **CORRESPONDENCE DATA**

**Fax Number:** 2166960740

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 216-861-6106

Email: clevelandip@bakerlaw.com

Correspondent Name: Courtni E. Thorpe, Baker & Hostetler LLP

Address Line 1: 1900 East 9th Street

Address Line 2: Suite 3200

Address Line 4: Cleveland, OHIO 44114

TRADEMARK

900289059 REEL: 005279 FRAME: 0315

ATTORNEY DOCKET NUMBER:	061244.001140
NAME OF SUBMITTER:	Courtni E. Thorpe
SIGNATURE:	/cet/
DATE SIGNED:	05/13/2014

## **Total Attachments: 5**

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#### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of May 9, 2014 (the "Effective Date"), by AJN LENDING, LLC, a Delaware limited liability company (as assigned of Pinnacle Ventures, L.L.C.), as lender (the "Lender"), in favor of ACCESS CLOSURE, INC., a Delaware corporation (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement, as defined below.

#### WITNESSETH:

WHEREAS, Grantor entered into that certain Intellectual Property Security Agreement, dated as of January 10, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Original IP Agreement"), in favor of Pinnacle Ventures, L.L.C. ("Pinnacle"), as agent for the PV Lenders, as defined below, which was filed with the United States Patent and Trademark office on January 10, 2012 at Reel 4696/Frame 0029 with respect to trademarks;

WHEREAS, Grantor entered into a Second Amended and Restated Loan and Security Agreement, dated as of October 28, 2009 (the "PV I Loan Agreement"), with certain lenders party thereto (the "PV I Lenders"), and Pinnacle as agent for the PV I Lenders, pursuant to which the PV I Lenders made loans to Grantor;

WHEREAS, Grantor entered into a Loan and Security Agreement, dated as of November 26, 2008 (as amended pursuant to that certain Amendment No. 1 to Loan and Security Agreement, dated October 28, 2009, the "PV II Loan Agreement"), with certain lenders party thereto (the "PV II Lenders"), and Pinnacle as agent for the PV II Lenders, pursuant to which the PV II Lenders made loans to Grantor;

WHEREAS, Grantor entered into a Loan and Security Agreement, dated as of December 18, 2008 (as amended pursuant to that certain Amendment No. 1, dated as of October 28, 2009, the "PV III Loan Agreement", and together with the PV I Loan Agreement and the PV II Loan Agreement, the "Pinnacle Loan Agreements"), with certain lenders party thereto (the "PV III Lenders", and together with the PV I Lenders and the PV II Lenders, the "PV Lenders") and Pinnacle as agent for the PV III Lenders, pursuant to which the PV III Lenders made loans to Grantor;

WHEREAS, pursuant to that certain Assignment and Assumption, dated as of February 3, 2012, between the PV Lenders and Lender, Lender acquired the outstanding principal, interest and other obligations under the Pinnacle Loan Agreements (the "Pinnacle Debt") and the PV Lenders assigned to Lender its rights and obligations under the Pinnacle Loan Agreements;

WHEREAS, Lender restructured the Pinnacle Debt and may make additional loans to Grantor, under the terms and conditions set forth in the Third Amended and Restated Loan and Security Agreement, dated as of February 3, 2012 (the "Loan Agreement"), between Grantor and Lender;

WHEREAS, Grantor, Pinnacle and Lender entered into that certain Intellectual Property Security Interest Assignment Agreement, dated as of February 3, 2012 (as amended pursuant to that certain First Amendment dated March 12, 2012, the "IP Security Interest Assignment"), which was filed with the United States Patent and Trademark office on March 14, 2012 at Reel 4736/Frame 0596;

WHEREAS, pursuant to the IP Security Interest Assignment, Pinnacle, as agent for the PV Lenders, irrevocably transferred, assigned, granted and conveyed to Lender all of its right, title and interest in and to the Existing IP Security Agreement, together with all attendant liens, rights, title, assignments, interests, including, without limitation, all security interests in all of its Trademarks providing for grant by or to such Grantor of any right under any Trademark, including, without limitation,

those referred to on <u>Schedule A</u> attached hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the "<u>Trademark Collateral</u>"), and filings pertaining to or arising from the Original IP Security Agreement; and

WHEREAS, Lender desires to release its lien on and continuing security interest in and to all of the right, title, and interest of Grantor in the Trademark Collateral.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, Lender hereby releases, relinquishes and discharges, with respect to Grantor, all of its security interest in all such Grantor's right, title, and interest in, to and under the Trademark Collateral, and re-assigns to Grantor any and all right, title or interest it may have in the Trademark Collateral, all without warranty or representation of any kind.

Lender hereby authorizes Grantor, or Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the lien on and security interest of Lender in the Trademark Collateral.

[Signature page follows]

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized officer as of the Effective Date.

AJN LENDING, LLC )

Name: Rob Kuhling

Title: Authorized Officer

Signature Page to Release of Security Interest in Trademark Collateral

# Schedule A

# Trademark Collateral

See attached.

# ACCESS CLOSURE, INC. TRADEMARK SUMMARY

		Serial No.	Reg. No.
Country	Mark	(Filing Date)	(Reg. Date)
US	MYNX M5	77/766,680	3,924,512
		(6/23/09)	(3/1/11)
US	THE ART OF	85/110,859	
	CLOSING	(8/18/10)	
US	BENGAL	85/135,054	
		(9/21/10)	
US	MYNX VASCULAR	85/150,025	4,027,059
	CLOSURE DEVICE	(10/11/10)	(9/13/11)
	WITH GRIP		
	TECHNOLOGY		
US	MYNX WITH GRIP	85/150,032	
		(10/11/10)	
US	GRIP TECHNOLOGY	85/150,033	
		(10/11/10)	
US	ACCESSCLOSURE	85/153,243	3,947,964
		(10/14/10)	(4/19/11)
	MYNX	77/066,337	3,432,082
		(12/18/06)	(5/20/08)
. US	MYNXGRIP	85/280,686	
		(3/29/11)	
US	MYNX CADENCE	85/154,897	
		(10/18/10)	

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