

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust		05/31/2017	Trust:

RECEIVING PARTY DATA

Name:	CorMatrix Cardiovascular, Inc.
Street Address:	1100 Old Ellis Road
City:	Roswell
State/Country:	GEORGIA
Postal Code:	30076
Entity Type:	Corporation: GEORGIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5087769	TYKE
Registration Number:	3145813	CORMATRIX
Registration Number:	3658620	ECM
Registration Number:	4593741	IECM
Registration Number:	4606877	PECM
Registration Number:	4606878	PIECM
Registration Number:	4646691	CANGAROO
Registration Number:	4709442	CORMATRIX CANGAROO
Registration Number:	4666463	ECM TECHNOLOGY
Registration Number:	4657832	SMART REMODELING
Serial Number:	86558119	MICRONIZED ECM

CORRESPONDENCE DATA

Fax Number: 4048359450

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: 404-835-9511

Email: wcmillan@lwglaw.com

Correspondent Name: William McMillan, Esq.

Address Line 1: 1201 Peachtree Street NE, #1501

Address Line 4: Atlanta, GEORGIA 30361

TRADEMARK

NAME OF SUBMITTER:	William McMillan
SIGNATURE:	/wpm/
DATE SIGNED:	06/01/2017
Total Attachments: 4 source=CorMatrix - Release of Trademarks#page1.tif source=CorMatrix - Release of Trademarks#page2.tif source=CorMatrix - Release of Trademarks#page3.tif source=CorMatrix - Release of Trademarks#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 31, 2017 ("Effective Date") by MIDCAP FINANCIAL TRUST, a Delaware statutory trust in its capacity as administrative agent (the "Grantee"), in favor of CORMATRIX CARDIOVASCULAR, INC. (the "Grantor").

WHEREAS, Grantor is a borrower under that certain Credit and Security Agreement, dated as of June 10, 2014, by and among Grantee, the financial institutions party thereto from time to time (collectively, the "Lenders"), Grantor and certain affiliates of Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement);

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement dated as of September 21, 2015 and that certain Intellectual Property Security Agreement dated as of February 15, 2017 (each as amended, restated, supplemented or otherwise modified from time to time, collectively the "IP Security Agreements"), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Grantee, a security interest in all of Grantor's right, title and interest in and to any trademark and service mark 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, including without limitation the trademarks listed on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the IP Security Agreement dated as of September 21, 2015 was recorded with the United States Patent and Trademark Office on September 30, 2015 at Reel/Frame 5634/0333;

WHEREAS, the IP Security Agreement dated as of February 15, 2017 was recorded with the United States Patent and Trademark Office on February 15, 2017 at Reel/Frame 5991/0245;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of May 31, 2017 by and among Grantee, Grantor, the Lenders and certain affiliates of Grantor, Grantee has consented to the release of the Lien on the Collateral including, without limitation, any trademark and service mark 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, including without limitation listed on Schedule 1 attached hereto (collectively, the "Intellectual Property Collateral"); and

WHEREAS, Grantee desires to release its Lien in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Intellectual Property Collateral granted pursuant to the Credit Agreement and the IP Security Agreements respectively is hereby terminated and released.

2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in each of the Trademarks including, without limitation, the entire right, title and interest in and to each of the Trademarks, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Intellectual Property Collateral relates. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

4. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

5. THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MARYLAND WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


[Remainder of page intentionally blank; signature page follows.]

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

MIDCAP FINANCIAL TRUST,
as Grantee

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

Owner	Name of Trademark	Application/Registration No.	Filing/Issue Date
CorMatrix Cardiovascular, Inc.	TYKE	US 5,087,769	11.22.16
CorMatrix Cardiovascular, Inc.	CORMATRIX	US 3,145,813	09.19.06
CorMatrix Cardiovascular, Inc.	ECM	US 3,658,620	07.21.09
CorMatrix Cardiovascular, Inc.	iECM	US 4,593,741	08.26.14
CorMatrix Cardiovascular, Inc.	pECM	US 4,606,877	09.16.14
CorMatrix Cardiovascular, Inc.	piECM	US 4,606,878	09.16.14
CorMatrix Cardiovascular, Inc.	CanGaroo	US 4,646,691	02.28.14
CorMatrix Cardiovascular, Inc.	CorMatrix CanGaroo	US 4,709,442	03.24.15
CorMatrix Cardiovascular, Inc.	ECM Technology	US 4,666,463	01.06.15
CorMatrix Cardiovascular, Inc.	Smart Remodeling	US 4,657,832	12.16.14
CorMatrix Cardiovascular, Inc.	Micronized ECM	U.S. App. No. 86558119	03.09.15