

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457961

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deerfield ELGX Revolver, LLC, as Agent		01/12/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Endologix, Inc.
Street Address:	2 Musick
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	Corporation: DELAWARE
Name:	TriVascular, Inc.
Street Address:	3910 Brickway Blvd.
City:	Santa Rosa
State/Country:	CALIFORNIA
Postal Code:	95403
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4214460	AFX
Registration Number:	2257799	ENDOLOGIX
Registration Number:	4220343	INNOVATION TAKING SHAPE
Registration Number:	4841631	INNOVATION THAT EMPOWERS
Registration Number:	5059968	INTELIX
Registration Number:	3649757	INTUITRAK
Registration Number:	3649866	INTUITRAK DELIVERY SYSTEM
Registration Number:	3880178	NELLIX
Registration Number:	2456038	POWERLINK
Registration Number:	3573999	POWERLINK XL
Registration Number:	3593259	SUREPASS
Registration Number:	4168563	XPAND
Registration Number:	4732342	CUSTOMSEAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4440468	OVATION
Registration Number:	4452625	OVATION PRIME
Registration Number:	4449077	OVATION PRIME ABDOMINAL STENT GRAFT SYST
Registration Number:	2867015	TRIVASCULAR
Registration Number:	4395789	T R I V A S C U L A R

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333285-144
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	01/12/2018

Total Attachments: 3

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of January 12, 2018, by Deerfield ELGX Revolver, LLC, in its capacity as “Agent” for the Lenders party to the Credit Agreement (“Grantee”) in favor of the Grantors (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Endologix, Inc., a Delaware corporation (“Endologix”), and TriVascular, Inc., a Delaware corporation (“TriVascular”; TriVascular and Endologix are each individually a “Grantor” and collectively “Grantors”) and Grantee were parties to that certain Trademark Security Agreement made as of April 3, 2017 (the “Security Agreement”) pursuant to which the Grantors granted a security interest to Grantee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantors to Grantee, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on April 3, 2017, at Reel 6026, Frame 0062; and

WHEREAS, each Grantor has requested that Grantee release its security interest in the Trademarks and Trademark Collateral solely under the Security Agreement (and not under any other agreement among any of the Grantors, on the one hand, and Grantee or any of its Affiliates or related funds, on the other hand) and reassign any and all rights in the same to each Grantor.

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

1. Grantee hereby releases, terminates and discharges fully its continuing security interest in all of each Grantor’s entire right, title and interest in and to the following solely under the Security Agreement (and not under any other agreement among any of the Grantors, on the one hand, and Grantee or any of its Affiliates or related funds, on the other hand), and authorizes the recordation of this Release with the United States Patent and Trademark Office (collectively the “Trademark Collateral”):

(i) each Trademark listed on Schedule A annexed hereto and all other Trademarks, together with any reissues, continuations or extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, and all proceeds and products with respect to the foregoing; and

(ii) all income, royalties, damages and payments relating to the foregoing, including without limitation, damages payable with respect to any claim by Grantors against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark, and all proceeds and products with respect to the foregoing.

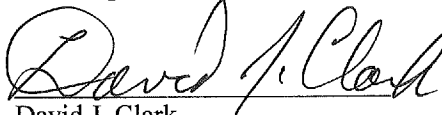
2. Grantee hereby reassigns, grants and conveys to the Grantors, without any representation, warranty, recourse or undertaking by Grantee, any and all of Grantee’s right, title and interest in and to the Trademarks and the Trademark Collateral, and agrees to record this Release with the United States Patent and Trademark Office at the expense of the Credit Parties (including, without limitation, any attorneys’ fees incurred by Grantee).

IN WITNESS WHEREOF, Grantee has duly executed this Trademark Release and Reassignment as of the day and year first above written.

DEERFIELD ELGX REVOLVER, LLC, as Agent

By: Deerfield Management Company, L.P. (Series C),
Manager

By: Flynn Management LLC, General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
AFX	85/069,068	06/22/2010	4214460	09/25/2012	Registered	Endologix, Inc.
ENDOLOGIX	75/323,314	07/11/1997	2257799	06/29/1999	Registered	Endologix, Inc.
INNOVATION TAKING SHAPE	85/369,728	07/12/2011	4220343	10/09/2012	Registered	Endologix, Inc.
INNOVATION THAT EMPOWERS	85/514516	01/11/2012	4841631	10/27/2015	Registered	Endologix, Inc.
INTELIX	86/316249	06/20/2014	5059968	10/11/2016	Registered	Endologix, Inc.
INTUITRAK	77/494,729	06/09/2008	3649757	07/07/2009	Registered	Endologix, Inc.
INTUITRAK DELIVERY SYSTEM	77/520,529	07/11/2008	3649866	07/07/2009	Registered	Endologix, Inc.
NELLIX	77/090544	01/24/2007	3880178	11/23/2010	Registered	Endologix, Inc.
POWERLINK	75/658,969	03/12/1999	2456038	05/29/2001	Registered	Endologix, Inc.
POWERLINK XL	78/718,728	09/22/2005	3573999	02/10/2009	Registered	Endologix, Inc.
SUREPASS	78/965,443	08/31/2006	3593259	03/17/2009	Registered	Endologix, Inc.
XPAND	85/126,464	09/09/2010	4168563	07/03/2012	Registered	Endologix, Inc.
CUSTOMSEAL	86/047,875	8/26/2013	4,732,342	5/5/2015	Registered	TriVascular, Inc.
OVATION	77/941,535	2/22/2010	4,440,468	11/26/2013	Registered	TriVascular, Inc.
OVATION PRIME	85/900,037	4/10/2013	4,452,625	12/17/2013	Registered	TriVascular, Inc.
OVATION ^{PRIME} <small>AROUNDING CIRCUM ORBIT SYSTEM</small>	85/832,445	1/25/2013	4,449,077	12/10/2013	Registered	TriVascular, Inc.
TRIVASCULAR	75/879,907	12/21/1999	2,867,015	7/27/2004	Registered	TriVascular, Inc.
TRIVASCULAR & Design	85/831,355	1/24/2013	4,395,789	9/3/2013	Registered	TriVascular, Inc.