

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4253034

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EDF VENTURES III HEALTHCARE OPPORTUNITY FUND, LIMITED PARTNERSHIP	12/15/2011
RECEIVING PARTY DATA	
Name:	REFINE, LLC
Street Address:	1813 EMPIRE INDUSTRIAL COURT
City:	SANTA ROSA
State/Country:	CALIFORNIA
Postal Code:	95403
Name:	ALURE MEDICAL, INC.
Street Address:	3637 WESTWIND BLVD.
Internal Address:	SUITE B
City:	SANTA ROSA
State/Country:	CALIFORNIA
Postal Code:	95403
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11782839
Application Number:	11866985
Application Number:	12400751
Application Number:	12611038
Application Number:	12711195
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	949-760-0404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON AND BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR

Address Line 4: IRVINE, CALIFORNIA 92614	
NAME OF SUBMITTER:	BRYAN WAHL
SIGNATURE:	/Bryan Wahl/
DATE SIGNED:	01/31/2017
Total Attachments: 5 source=EDF Ventures III Healthcare Release Agreement#page1.tif source=EDF Ventures III Healthcare Release Agreement#page2.tif source=EDF Ventures III Healthcare Release Agreement#page3.tif source=EDF Ventures III Healthcare Release Agreement#page4.tif source=EDF Ventures III Healthcare Release Agreement#page5.tif	

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (this “**Agreement**”) is made effective this **15th** day of **December, 2011** (the “**Effective Date**”) by and between Refine, LLC, a Georgia limited liability company (the “**Company**”) and EDF Ventures III Healthcare Opportunity Fund, Limited Partnership (the “**Releasor**”). The Company and the Releasor are referred to in this Agreement collectively as the “**Parties**” and each individually as a “**Party**.”

WITNESSETH

WHEREAS, the Company and Alure Medical, Inc. (“**Alure**”) have entered into that certain Asset Purchase Agreement, dated **December 29th, 2011** (the “**APA**”), whereby the Company agreed to purchase substantially all of the assets and assume certain liabilities of Alure;

WHEREAS, in connection with the transactions described in the APA, the Company agreed to grant to Releasor warrants to purchase certain membership interests in the Company; and

WHEREAS, in connection with the issuance of such warrants, the Releasor has agreed to execute a release in favor of the Company and Alure on the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Release of the Company. Releasor, intending to be legally bound, on behalf of itself and its successors and assigns (by operation of law or otherwise) hereby unconditionally releases and forever discharges the Company and Alure, and each of its past or present affiliates, its and their past or present officers, directors, members, employees, agents and representatives, and each of their respective successors and assigns, heirs, executors and administrators, the pension and employee benefit plans of the Company and Alure, or of its past or present affiliates, and the past or present trustees, administrators, agents, or employees of the pension and employee benefit plans (individually, an “**Releasee**,” and collectively, the “**Releasees**”), acting in any capacity whatsoever, of and from any and all actions, causes of action, suits, claims, counterclaims, controversies, demands, proceedings, orders, obligations, contracts, agreements, promises, covenants, defenses, debts, damages, losses, injuries, sums of money, accounts and liabilities whatsoever arising at any time on, before or after the date hereof, relating to, in connection with, or arising out of any matter, cause of things whatsoever, whether known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, anticipated or unanticipated, accrued or unaccrued, both at law and in equity, made, brought or which could have been made or brought, that Releasor may have had or may presently have, against any Releasee from the beginning of time up to and including the date hereof (including, without limitation, any claims to any patents, trademarks or other intellectual property rights of such Releasee). Releasor acknowledges and agrees that this general release is a full and final bar to any claims that Releasor may have against any Releasee.

2. No Claims. Releasor represents that he has not filed or permitted to be filed any claims, demands, actions, administrative proceedings or lawsuits against any of the Releasees prior to the date hereof.

3. Severability. It is the intention of the Parties that each provision of this Agreement shall be enforceable to the maximum extent permitted by law. The invalidity, illegality, or unenforceability of any provision of this Agreement will not affect any other provision of this Agreement, which shall remain in full force and effect. Nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement, or any portion thereof, is held to be invalid, illegal, or unenforceable in any respect, this Agreement shall be reformed, construed, and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein.

4. Governing Law; Disputes. This Agreement and all transactions contemplated hereby shall be construed, governed and enforced in accordance with the laws of the state of Georgia, without regard to laws related to choice or conflict of laws that may apply the laws of another jurisdiction. In the event a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party in writing of the dispute within thirty (30) days after such dispute arises. If the Parties fail to resolve the dispute to their mutual satisfaction after a good faith effort at resolution within thirty (30) days after receipt of such notice, then either Party may bring suit in the United States District Court in Atlanta, Georgia, which court shall have exclusive jurisdiction with respect to all disputes arising out of or relating to this Agreement. The Parties expressly and irrevocably consent to the jurisdiction of such Court, and waive all objections to such jurisdiction. The Parties further agree that the exclusive venue for any action arising out of or related in any way to the enforcement, interpretation or breach of any term or obligation contained in this Agreement shall be in such Court.

5. Integration. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings, whether written (including email) or oral, regarding the specific subject matter as addressed in this Agreement.

6. Further Assurances. Each of the Parties, upon request from the other, shall execute and deliver such documents and take such action as may be reasonably requested in order fully to carry out the intent and accomplish the purposes of this Agreement.

7. Legal Advice. Both Parties acknowledge and agree that they have had sufficient opportunity to read this Agreement and represent and warrant to the other Party that they have fully read, received an explanation of, and understand the provisions of this Agreement. Both Parties have had an opportunity to consult with an attorney prior to signing this Agreement.

8. Amendment. This Agreement may not be amended, modified or altered, nor shall any amendment, modification or alteration of this Agreement be effective, unless such amendment, modification or alteration is contained in a written instrument executed by the Parties; provided,

however, that any amendment, modification or alteration that adversely affects Alure shall require the written consent of Alure.

9. Waiver. The waiver of a breach of any term or provision of this Agreement shall not operate or be construed to be a waiver of any other or subsequent breach of this Agreement.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any other facsimile transmission of any signature shall be deemed an original and shall bind such Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first set forth above.

REFINE, LLC

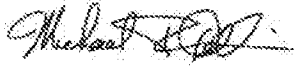
By: _____
Name: Jeff Thompson
Title: Manager

By:  _____
Name: Michael Lee
Title: Manager

RELEASOR

EDF Ventures III Healthcare Opportunity Fund, L.P.

BY: Enterprise Healthcare Ventures III, L.P.
ITS: General Partner
BY: EDF Ventures, LLC
ITS: General Partner



By: _____

Michael R. DeVries
Senior Vice President and Secretary

Date: December 15, 2011

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first set forth above.

REFINE LLC

By: _____

Name: Jeff Thompson

Title: Manager

By: _____

Name: Michael Lee

Title: Manager

RELEASOR

Name:

Refine LLC/Alure Medical, Inc. Release Signature Page