

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6334760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MIDCAP BUSINESS CREDIT LLC	05/05/2017
RECEIVING PARTY DATA	
Name:	SPINEFRONTIER, L.L.S.
Street Address:	350 MAIN STREET
City:	MALDEN
State/Country:	MASSACHUSETTS
Postal Code:	02148
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8430911
Patent Number:	7871426
Patent Number:	8361131
Patent Number:	8734452
Patent Number:	8758408
CORRESPONDENCE DATA	
Fax Number:	(781)235-4409
<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:	7812354407
Email:	acollins@akcpatents.com
Correspondent Name:	AKC PATENTS, LLC
Address Line 1:	215 GROVES TREET
Address Line 4:	NEWTON, MASSACHUSETTS 02466
ATTORNEY DOCKET NUMBER:	KC-114A
NAME OF SUBMITTER:	ALIKI K. COLLINS
SIGNATURE:	/Aliko K. Collins, #43558/
DATE SIGNED:	10/05/2020
Total Attachments: 13	
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MIDCAP BUSINESS CREDIT LLC

433 South Main Street, West Hartford, CT 06110
Tel: 800-970-9997 • Fax: 800-217-0500

May 4, 2017

SpineFrontier, Inc.
350 Main Street, 3rd Floor
Malden, MA 02148
Attn: Aditya Humad, President

Ladies and Gentlemen:

Re: SpineFrontier, Inc. Loan Arrangement with MidCap Business Credit LLC

Gentlemen:

This will confirm that upon receipt of: (a) \$2,129,662.03 (the "Payoff Amount"), and (b) an executed release and agreement in the form attached as Exhibit "A" (the "Release"), all of the existing indebtedness and other obligations (including, without limitation, the Obligations (as defined in the Loan Agreement referred to below) other than contingent indemnification obligations which survive the termination of the Loan Agreement) (collectively, the "Existing Obligations") to the undersigned pursuant to that certain Demand Loan and Security Agreement, dated as of December 29, 2015 (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement"; and together with certain other loan documents, including, but not limited to, notes, consents, assignments, security agreements, pledge agreements, agreements, instruments, and financing statements executed and delivered in connection with the indebtedness referred to in the Loan Agreement are hereinafter collectively referred to as the "Loan Documents"), by and among SpineFrontier, Inc. (the "Borrower") and 1801 Sample Road, L.L.C., SpineFrontier, L.L.S., and Kingsley R. Chin (collectively, the "Guarantors", and together with the Borrower, the "Loan Parties"), and MidCap Business Credit LLC, as Lender (the "Lender") (capitalized terms used herein and not otherwise defined herein will have the meanings given to them in the Loan Agreement), and any other Loan Documents will be satisfied in full and all loan arrangements between the Loan Parties and the Lender will be terminated. In order for you to receive credit for such amount on any Business Day, we must receive such amount at the account listed below on or before 1:00 p.m. prevailing Eastern Time on such Business Day. Amounts received by us after such time shall be credited to your account on the next Business Day after receipt. The provisions of this letter shall terminate if the Payoff Amount, Release and Indemnity is not received in accordance with the terms of this letter on or before May 4, 2017.

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PATENT
REEL: 053971 FRAME: 0372

The breakdown of the Payoff Amount is as follows:

Revolver Principal	\$2,079,795.07
Accrued Interest on Revolver	\$2,499.81
Service Charge	\$718.83
60 Day Notice Fee	\$31,113.54
Legal Fees	\$10,534.78
Reserve Deposit for Returned Items & Legal Fees	\$5,000.00

The foregoing amounts should be sent by wire transfer of immediately available funds to:

Bank:	Wells Fargo Bank
ABA Routing No.:	121000248
Account No.	4765495700
Account Name:	MidCap Business Credit LLC
Reference:	SpineFrontier, Inc.

Notwithstanding anything to the contrary contained herein, please be advised that the Lender reserves the right to revise the Payoff Amount in the event that there has been a manifest error in compiling the Payoff Amount, including, without limitation, mathematical errors or ministerial clerical errors, or if the Lender incurs any additional costs or expenses in connection with the Loan Agreement that are not reflected above.

The Lender hereby (i) authorizes the Loan Parties or their authorized designee(s) (including, without limitation, Bank of America, N.A., in its capacity as the Loan Parties' new lender ("New Lender")) to file Uniform Commercial Code termination statements and trademark and copyright security interest releases in the form attached hereto as Exhibit "B", and (ii) agrees, at Loan Parties' expense, to promptly execute and deliver to the Loan Parties or to such other party (including, without limitation, New Lender) as the Loan Parties may direct all promissory notes evidencing the Loan Parties' Existing Obligations and such discharges of security interests, other releases, terminations and satisfactions, and other similar discharges or release documents (in recordable form if applicable) and as are necessary to evidence the satisfaction of the Loan Parties' Existing Obligations to the Lender pursuant to the Loan Documents and the termination of the Lender's interest in any and all Collateral held with respect thereto.

In consideration of the foregoing, and notwithstanding anything herein to the contrary, effective upon payment of the Payoff Amount, the Loan Parties agree that upon Lender's representation that Lender has heretofore received checks or other instruments of payment which have not yet cleared but upon which Lender has credited payment against the liabilities of Loan Parties under the Loan Documents, to reimburse and pay to Lender or cause Lender to be reimbursed and paid promptly upon Lender's demand, without offset or counterclaim, the full face amount (plus protest or other bank charges or costs or fees relating thereto) of any such checks or similar instruments heretofore delivered to Lender so credited, which may hereafter be dishonored or returned unpaid for any reason whatsoever ("**Contingent Liabilities**"). The Loan Parties shall also pay all costs and expenses, including reasonable attorneys' fees and expenses, in connection with the Loan Agreement and/or this Payoff Letter that may be incurred on or after the date of this Payoff Letter. Loan Parties hereby deposit with Lender a \$5,000.00 deposit included in the Payoff Amount titled "**Reserve Deposit for Returned Items & Legal Fees**" in order to secure the payment of the Contingent Liabilities and/or attorneys' fees. Lender may at any time and from time to time apply (in whole or in part) such amount to the payment of any such Contingent Liabilities and/or attorneys' fees, provided, that, any portion thereof that is not so applied within ninety (90) days of the date of Lender's receipt of the Payoff Amount shall be promptly remitted to Loan Parties. .

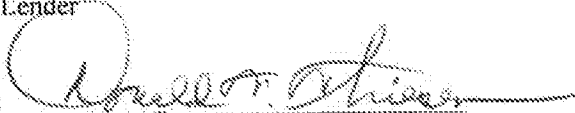
This letter may be executed in any number of counterparts (including by means of facsimile or portable document format (.pdf), each of which shall be deemed an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this letter by means of facsimile or other electronic methods shall be equally as effective as delivery of an original executed counterpart.

Very truly yours,

MIDCAP BUSINESS CREDIT LLC

As Lender

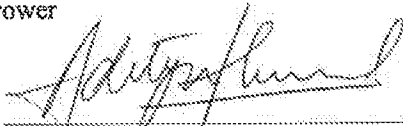
By:


Name: Donald T. Thies
Title: Vice President

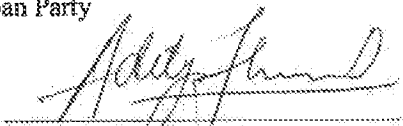
{Signatures Continued Next Page}

Accepted and Agreed this 4th day of May, 2017:


SPINEFRONTIER, INC.,
As Borrower

By: 
Name: ADITYA HUMAD
Title: CFO

1801 SAMPLE ROAD, L.L.C.,
As a Loan Party

By: 
Name: ADITYA HUMAD
Title: CFO of KICMG, its Manager

SPINEFRONTIER, L.L.S.,
As a Loan Party

By: 
Name: DR. KINGSLEY CHIN
Title: Manager, CEO



Kingsley R. Chin, Individually as a Loan Party

EXHIBIT A

RELEASE AND AGREEMENT

THIS RELEASE AND AGREEMENT is entered into by and between MidCap Business Credit LLC, as a Lender ("Lender"), SpineFrontier, Inc. (the "Borrower"), and 1801 Sample Road, L.L.C., SpineFrontier, L.L.S., and Kingsley R. Chin (collectively, the "Guarantors", and together with the Borrower, the "Loan Parties").

RECITALS:

WHEREAS, the Loan Parties, Lender and the Lender Parties are parties to that certain Demand Loan and Security Agreement, dated as of December 29, 2015 (as amended, amended and restated, or otherwise modified and/or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, in connection with the Loan Agreement, the Loan Parties executed and delivered, or caused to be executed and delivered, for the benefit of Lender and the Lender Parties certain other loan documents, including, but not limited to, notes, consents, assignments, security agreements, pledge agreements, agreements, instruments, and financing statements in connection with the indebtedness referred to in the Loan Agreement (all of the foregoing, together with the Loan Agreement, are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, the Loan Parties granted Lender security interests in and liens upon substantially all of their property to secure the liabilities and obligations owing to the Lender under the Loan Documents; and

WHEREAS, Loan Parties have made repayment to the Lender of all amounts borrowed under the Loan Documents or otherwise;

WHEREAS, the Lender has fulfilled all of its obligations to the Loan Parties under the Loan Documents or otherwise;

NOW, THEREFORE, in consideration of the mutual representations, releases and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the Lender, and the Loan Parties hereby agree as follows:

1. **Purpose.** The purpose of this Release and Agreement is to fully and forever dispose of any claims, known or unknown, matured or unmatured, by and between the respective parties thereto, arising out of any act, known or unknown, occurring prior to the date hereof, except as specified in Section 4 below.

2. **Releases of Claims of Loan Parties.** The Loan Parties each hereby fully and forever release, withdraw, waive and discharge any and all claims, rights, demands, damages, causes of action, judgments or liabilities which either of them has, had or may have ever had against the Lender, or any of the Lender's respective officers, directors, employees, Lender's, attorneys, representatives, predecessors, parent, subsidiaries, affiliates, shareholders, members, successors, and assigns, from the beginning of the world to date, including, but not limited to, any claims under, arising out of or in connection with the Loan Agreement, the other Loan Documents, the Collateral, the Obligations, or otherwise.

3. **Release of Claims of Lender.** Subject to the Lender's receipt of the Payoff Amount, and except as provided in Section 4 below, the Lender hereby fully and forever releases, withdraws, waives

and discharges any and all claims, rights, demands, security interests, mortgages, liens, damages, causes of action, judgments or liabilities which Lender has, had or may have ever had against the Loan Parties, from the beginning of the world to date, including but not limited to any claims under the Loan Agreement, the other Loan Documents, the Collateral, the Obligations or otherwise.

4. **Certain Obligations of Loan Parties Not Released.** The Loan Parties acknowledge and agree that they shall remain jointly and severally liable to the Lender, and the Lender shall not be deemed to have released the Loan Parties with respect to, (a) claims related to checks deposited to the account of any Loan Parties that are returned unpaid by the bank to which they were presented for payment for any reason, (b) claims related to automatic clearinghouse transfers or wire transfers out of a Loan Parties' account initiated by such Loan Parties or any other authorized person that have not yet been posted to such Loan Parties' account at the time of repayment as set forth above, (c) claims that arise because the Lender is required by a court of competent jurisdiction or similar body to disgorge any amounts paid over to the Lender by, or on behalf of, any of the Loan Parties, and (d) any contingent indemnification claims arising under the Loan Agreement, which expressly survive the termination of the Loan Agreement.

5. **Binding Effect.** This Release and Agreement shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

6. **Governing Law.** This Release and Agreement shall be governed and controlled by the internal laws of the Commonwealth of Massachusetts.

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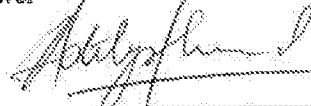
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Executed this 5 day of May, 2017.

Loan Parties:

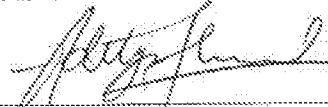
SPINEFRONTIER, INC.,

As Borrower

By: 
Name: ADITYA HUMAD
Title: CFO

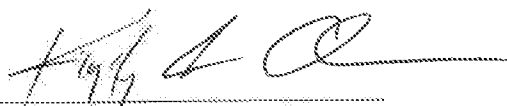
1801 SAMPLE ROAD, L.L.C.,

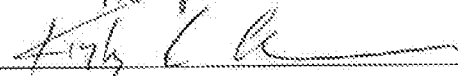
As a Loan Parties

By: 
Name: ADITYA HUMAD
Title: CFO & its Manager, KICMG

SPINEFRONTIER, L.L.S.,

As a Loan Parties

By: 
Name: DR. KINGSLEY CHIN
Title: Manager


Kingsley R. Chin, Individually as a Loan Party

[Signatures Continued Next Page]

Lender:

MIDCAP BUSINESS CREDIT

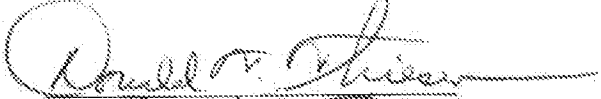
By: 
Name: Donald T. Thiesen
Title: Vice President

EXHIBIT B -- LIEN RELEASES

Attached

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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Brendan C. Recupero, Esq. (617) 742-4200

B. E-MAIL CONTACT AT FILER (optional)
Laurie Shannon (ljs@rtw.com)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Brendan C. Recupero, Esq.
 Ruberto, Israel & Walner, P.C.
 255 State Street, 7th Floor
 Boston, MA 02109

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20156017346

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS File: Such Amendment Addition (Form UCC348) and provide Debtor's name in Item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT (full or partial):** Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**

Check one of these two boxes: This Change affects Debtor or Secured Party of record

AND Check one of these three boxes for: CHANGE name and/or address: Complete Item 8a or 8b; and Item 7a or 7b and Item 7c ADD name: Complete Item 7a or 7b, and Item 7c DELETE name: Give record name to be deleted in Item 8a or 8b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME

OR

8b. INDIVIDUAL'S SURNAME **FIRST PERSONAL NAME** **ADDITIONAL NAME(S/INITIAL(S))** **SUFFIX**

7. CHANGED OR ADDED INFORMATION: Complete for Assignments or Party Information Change - provide only one name (7a or 7b) (use exact full name, do not abbrev, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S/INITIAL(S)) **SUFFIX**

7c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
MidCap Business Credit LLC

OR

9b. INDIVIDUAL'S SURNAME **FIRST PERSONAL NAME** **ADDITIONAL NAME(S/INITIAL(S))** **SUFFIX**

10. OPTIONAL FILER REFERENCE DATA:
 Filed with the Delaware Secretary of State File No. 9729-84 Debtor of Record: SpineFrontier, Inc.
 International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Brendan C. Recupero, Esq. (617) 742-4200

B. E-MAIL CONTACT AT FILER (optional)
Laurie Shannon (ljs@riw.com)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Brendan C. Recupero, Esq.
Ruberto, Israel & Weiner, P.C.
255 State Street, 7th Floor
Boston, MA 02109**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

16. INITIAL FINANCING STATEMENT FILE NUMBER
20156276751

17. THIS FINANCING STATEMENT AMENDMENT IS TO BE FILED FOR RECORD (or recorded) IN THE REAL ESTATE RECORDS (For: attach Amendment Addendum (Form UCC 5Ad) and provide Debtor's name in Item 13)

7. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT (all or partial):** Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 8. For partial assignment, complete Items 7 and 8 and also indicate affected collateral in Item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes:
This Change affects Debtor or Secured Party of record
AND Check one of these three boxes:
CHANGE name and/or address: Complete Item 6a or 6b; **ADD** name: Complete Item 7a or 7b; **DELETE** name: Give record name to be deleted in Item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Examples for Assignment or Party Information Change - provide only one name (7a or 7b) (do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
MidCap Business Credit LLC

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
Filed with the Delaware Secretary of State File No. 9729-84 Debtor of Record: SpineFrontier, L.L.S.
International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Brendan C. Recupero, Esq. (617) 742-4200

B. E-MAIL CONTACT AT FILER (optional)
Laurie Shannon (ljs@riw.com)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Brendan C. Recupero, Esq.
 Ruberto, Israel & Weiner, P.C.
 255 State Street, 7th Floor
 Boston, MA 02109**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
201525066380

THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS (File: 2000 Assessment Affidavits (Form UCC3AD) and provide Debtor's name in Item 13)

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT (full or partial):** Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: **AND** Check one of these three boxes:
 This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete Item 5a or 5b; and Item 7a or 7b and Item 7c ADD name: Complete Item 7a or 7b; and Item 7c DELETE name: Give record name to be deleted in Item 5a or 5b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (5a or 5b)

5a. ORGANIZATION'S NAME

OR

5b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use serial, SS name, do not serial, middle, or alternate names of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment). If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
MidCap Business Credit LLC

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
 Filed with the Massachusetts Secretary of State File No. 9729-84 Debtor of Record: SpinFrontier, L.L.S.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)