

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6406810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BRAEMAR ENERGY VENTURES III, L.P.	09/30/2020
NORTH BRIDGE VENTURE PARTNERS VI, L.P.	09/30/2020
NORTH BRIDGE VENTURE PARTNERS 7, L.P.	09/30/2020
ABERDARE VENTURES IV, LP	09/30/2020
ABERDARE PARTNERS IV, LP	09/30/2020
WINDHAM LIFE SCIENCES PARTNERS, LP	09/30/2020
WINDHAM-MC INVESTMENT I, LLC	09/30/2020
LABORATORY CORPORATION OF AMERICA HOLDINGS	09/30/2020
RECEIVING PARTY DATA	
Name:	MC10, INC.
Street Address:	PO BOX 729
City:	BOLTON
State/Country:	MASSACHUSETTS
Postal Code:	01740
PROPERTY NUMBERS Total: 92	
Property Type	Number
Application Number:	15003644
Application Number:	13844635
Application Number:	12575008
Application Number:	13767262
Application Number:	14488544
Application Number:	15337389
Application Number:	15850129
Application Number:	12616922
Application Number:	13499626
Application Number:	14518856
Application Number:	15464006
Application Number:	12636071
Application Number:	13747826

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Property Type	Number
Application Number:	14812197
Application Number:	15620181
Application Number:	12686076
Application Number:	13336518
Application Number:	14924400
Application Number:	15498941
Application Number:	13963778
Application Number:	12723475
Application Number:	14093329
Application Number:	14819040
Application Number:	13481843
Application Number:	14004408
Application Number:	14726136
Application Number:	13568022
Application Number:	15405166
Application Number:	15433873
Application Number:	15413218
Application Number:	13603290
Application Number:	14947558
Application Number:	15194995
Application Number:	13843873
Application Number:	15369668
Application Number:	13646613
Application Number:	14874148
Application Number:	15047314
Application Number:	15047333
Application Number:	14147347
Application Number:	13844677
Application Number:	14859112
Application Number:	15412993
Application Number:	13844638
Application Number:	14746659
Application Number:	15812880
Application Number:	13844399
Application Number:	15661172
Application Number:	13844767
Application Number:	13843880
Application Number:	15614469

Property Type	Number
Application Number:	14276413
Application Number:	15875556
Application Number:	15139256
Application Number:	14451981
Application Number:	15023556
Application Number:	15869371
Application Number:	16519781
Application Number:	15108861
Application Number:	15921076
Application Number:	16297032
Application Number:	15038401
Application Number:	14588765
Application Number:	15119559
Application Number:	14656046
Application Number:	15889009
Application Number:	14870719
Application Number:	14870802
Application Number:	15526375
Application Number:	29592481
Application Number:	29506439
Application Number:	15048576
Application Number:	15208444
Application Number:	15057762
Application Number:	16385364
Application Number:	16157920
Application Number:	15437964
Application Number:	16399325
Application Number:	15281960
Application Number:	15160631
Application Number:	15238488
Application Number:	15286129
Application Number:	16334609
Application Number:	15437967
Application Number:	15676348
Application Number:	16345907
Application Number:	15491379
Application Number:	16461127
Application Number:	16346588

Property Type	Number
Application Number:	16478798
Application Number:	15850523
Application Number:	16660496

CORRESPONDENCE DATA

Fax Number:
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: 617-345-1000

Email: ayamakaitis@nixonpeabody.com , bostonpatent@nixonpeabody.com

Correspondent Name: DAVID F. CROSBY

Address Line 1: NIXON PEABODY LLP

Address Line 2: 53 STATE STREET

Address Line 4: BOSTON, MASSACHUSETTS 02109-2835

ATTORNEY DOCKET NUMBER:	089996-100000
NAME OF SUBMITTER:	DAVID F. CROSBY
SIGNATURE:	/DAVID F. CROSBY/
DATE SIGNED:	11/18/2020

Total Attachments: 12

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CONFIDENTIAL**Termination and Release Agreement****September 30, 2020**

This Termination and Release Agreement (this “**Termination and Release**”) is entered into as of the date set forth above (the “**Effective Date**”) by and among MC10, Inc. (the “**Company**”), Braemar Energy Ventures III, L.P. (“**Braemar**”), North Bridge Venture Partners VI, L.P. (“**NBVI**”), North Bridge Venture Partners 7, L.P. (“**NBV7**”), Aberdare Ventures IV, LP (“**Aberdare Ventures**”), Aberdare Partners IV, LP (“**Aberdare Partners**”), Windham Life Sciences Partners, LP (“**Windham LP**”), Windham-MC Investment I, LLC (“**Windham LLC**”), and Laboratory Corporation of America Holdings (together with Braemar, NBVI, NBV7, Aberdare Ventures, Aberdare Partners, Windham LP, and Windham LLC, collectively, the “**Note Investors**”).

WHEREAS, the Company and the Note Investors have entered into that certain Note and Warrant Purchase Agreement dated as of July 12, 2019, as amended (the “**Purchase Agreement**”);

WHEREAS, as contemplated by the Purchase Agreement, the Company and the Note Investors have also entered into that certain Security Agreement dated as of July 12, 2019 (the “**Security Agreement**”);

WHEREAS, as contemplated by the Purchase Agreement, the Company has issued certain convertible promissory notes to the Note Investors (collectively, the “**Notes**”);

WHEREAS, pursuant to the terms of the Purchase Agreement, the Company has issued the Warrants (as defined in the Purchase Agreement) to the Note Investors;

WHEREAS, the Company expects to enter into that certain Asset Purchase Agreement, to be dated as of on or about September 30, 2020, by and between the Company and Medidata Solutions, Inc. (“**Medidata**”), pursuant to which Medidata will acquire certain of the business assets of the Company (the “**Medidata Agreement**”);

WHEREAS, subject to the terms and conditions set forth herein, and as a condition to the closing of the transactions contemplated by the Medidata Agreement, the Note Investors desire to terminate the Purchase Agreement, the Security Agreement, and the Notes (collectively, the “**Note Documents**”), to fully and irrevocably release the Company and its successors, including, without limitation, Medidata, from all of its obligations arising under and in connection with the Note Documents, and to terminate and cancel the Warrants; and

WHEREAS, capitalized terms defined in the Medidata Agreement and used but not defined in this Termination and Release shall have the meanings assigned to them in the Medidata Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY

CONFIDENTIAL**ACKNOWLEDGED, THE COMPANY AND THE NOTE INVESTORS HEREBY AGREE AS FOLLOWS:**

1. Effective as of the Closing under the Medidata Agreement, the Note Documents and the Warrants are hereby terminated and cancelled in all respects, and the Company is hereby fully and irrevocably discharged from all liabilities and obligations arising under or in connection with the Note Documents and the Warrants.

2. Without limiting the foregoing, the Note Investors, on behalf of themselves and each of their respective present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, stockholders, members, agents, representatives, successors and assigns (collectively, “**Releasing Parties**”) hereby fully and irrevocably release, waive, and forever discharge the Company and each of its present and former, direct and indirect, parents, subsidiaries, affiliates, employees, officers, directors, stockholders, members, agents, attorneys, representatives, successors (including, without limitation, Medidata) and assigns (collectively, “**Released Parties**”) of and from any and all actions, causes of action, suits, losses, liabilities, obligations, costs, expenses, covenants, agreements, promises, damages, judgments, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law or in equity, which any of such Releasing Parties has ever had, may now have, or hereafter may or shall have against any of such Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever, arising out of, relating to, or in connection with the Note Documents, the transactions contemplated by the Note Documents, the Warrants, the management and operations of the Company, or the transactions contemplated by this Termination and Release, other than with respect to the obligations of the Company in regards to payment of the Release Payments (as defined below) and, to the extent applicable, payment of the Escrow Payments (as defined below).

3. Within five (5) days of the Company’s receipt of the Purchase Price less the Indemnification Escrow Amount in accordance with the terms of the Medidata Agreement, the Company shall pay to each of the Note Investors, on a pro rata basis (as determined in accordance with the aggregate amount payable to each of the Note Investors in respect of their Notes as of the Effective Date) an amount in cash equal to the product obtained by multiplying the principal amount of the Note(s) held by such Note Investor, together with accrued but unpaid interest thereon as of the Effective Date, by a factor of 0.12, in each case as set forth on Schedule I hereto (collectively, the “**Closing Payments**”). Furthermore, in the event that the Indemnification Escrow Amount is fully released and paid to the Company upon the one (1) year anniversary of the Closing Date (the “**Release Date**”) pursuant to the terms of the Medidata Agreement, the Company shall distribute the proceeds of the Indemnification Escrow Amount, less transaction expenses, amounts necessary to pay any claims under the Medidata Agreement and remaining priority obligations, among the Note Investors on a pro rata basis (as determined in accordance with the aggregate amount payable to each of the Note Investors in respect of their Notes as of the Effective Date) (collectively, the “**Escrow Payments**”), *provided that* in no event shall the amount of the Escrow Payment payable to any Note Investor exceed the amount equal to the product obtained by multiplying the principal amount of the Note(s) held by such Note Investor, together with accrued but unpaid interest thereon as of the Effective Date, by a factor of [0.03].

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4. The Security Interest (as defined in the Purchase Agreement) is hereby fully and irrevocably terminated and released in all respects. In furtherance of the foregoing, each of the Note Investors hereby constitutes and appoints each of the President of the Company and the President of Medidata as its attorney-in-fact, with full power of substitution, to act on such Note Investor's behalf for the purpose of executing and filing any document or instrument in order to (i) record and effect the termination of the Security Interest (including, without limitation, for the purpose of amending or terminating any financing statements filed in connection with the Security Interest), and (ii) further effect the transactions contemplated by this Termination and Release. Without limiting the foregoing, each Note Investor agrees to take all actions reasonably requested by the Company or Medidata to promptly cause the release of their Security Interest.

5. This Termination and Release shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, without application of any principle thereof related to the conflict of laws.

6. The terms and provisions of this Termination and Release shall be binding upon, and shall inure to the benefit of, the parties and their respective successors (including, without limitation, Medidata) and permitted assigns.

7. This Termination and Release may be executed in any number of identical counterparts, each of which for all purposes is to be deemed an original, but all of which shall constitute collectively one and the same agreement. This Termination and Release may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.


8. This Termination and Release shall be effective upon the Effective Date.

[Signature pages follow]

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

MC10, INC.

By: _____

Name: Barry Kallander
President

Title:

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

BRAEMAR ENERGY VENTURES III, L.P.

By: Braemar Power and Communications
Management III, L.P.
Its General Partner

By: Braemar Partners, LLC
Its General Partner

By: _____
DocuSigned by:
Neil Suslak
14D92749670340E...

Name: Neil S. Suslak

Title: Partner

Address: 350 Madison Avenue, 23rd Floor
New York, NY 10017

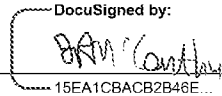
CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

NORTH BRIDGE VENTURE PARTNERS VI, L.P.

By: North Bridge Venture Management VI, L.P.
Its General Partner

By: NBVM GP, LLC
Its General Partner

By: _____
15EA1CBACB2B46E...

Name: Jeffrey P. McCarthy
Title: Manager

Address: 60 William Street, Suite 350
Wellesley, MA 02481

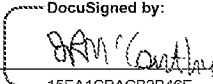
CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent as of the Effective Date.

NORTH BRIDGE VENTURE PARTNERS 7, L.P.

By: North Bridge Venture Management 7, L.P.
Its General Partner

By: NBVM GP, LLC
Its General Partner

By: 
15EA1CBACB2B46E...

Name: Jeffrey P. McCarthy
Title: Manager

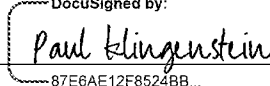
Address: 60 William Street, Suite 350
Wellesley, MA 02481

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IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

ABERDARE VENTURES IV, LP

By: Aberdare GP IV, LLC; its General Partner

By: 
87E6AE12F8524BB...

Name: Paul H. Klingenstein

Title: Manager

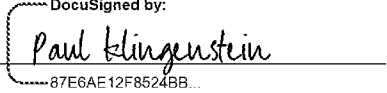
Address: 235 Montgomery Street, Suite 1230
San Francisco, CA 94104

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

ABERDARE PARTNERS IV, LP

By: Aberdare GP IV, LLC; its General Partner

By:  DocuSigned by:
Paul Klingenstein
87E6AE12F8524BB...

Name: Paul H. Klingenstein

Title: Manager

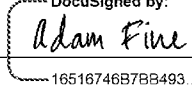
Address: 235 Montgomery Street, Suite 1230
San Francisco, CA 94104

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

WINDHAM LIFE SCIENCES PARTNERS, LP

By: Windham Venture Management, LLC
Its Managing Member

By:  _____
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Name: Adam E. Fine
Title: Managing General Partner

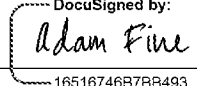
Address: 100 Painters Mills Road, Suite 700
Ownings Mills, Maryland 21117

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

WINDHAM-MC INVESTMENT I, LLC

By: Windham Venture Management, LLC
Its Managing Member

By: 
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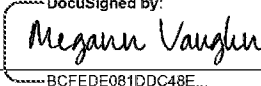
Name: Adam E. Fine
Title: Managing Member

Address: 100 Painters Mills Road, Suite 700
Ownings Mills, Maryland 21117

CONFIDENTIAL

IN WITNESS WHEREOF, the undersigned has executed and delivered this Termination and Release as of the Effective Date.

**LABORATORY CORPORATION OF AMERICA
HOLDINGS**

By:  _____
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Name: Megann Vaughn Watters

Title: Vice President

Address: 531 South Spring Street
Burlington, NC 27215