

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8279967

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NATIONAL BANK OF CANADA	11/10/2023
RECEIVING PARTY DATA		
Name:	XYBION CORPORATION	
Street Address:	105 COLLEGE ROAD EAST	
City:	PRINCETON	
State/Country:	NEW JERSEY	
Postal Code:	08540	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11062327
CORRESPONDENCE DATA		
Fax Number:		
<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:	412-454-5079	
Email:	kim.petrolo@troutman.com	
Correspondent Name:	TROUTMAN PEPPER	
Address Line 1:	501 GRANT STREET, SUITE 300	
Address Line 2:	KIM PETROLO	
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219	
ATTORNEY DOCKET NUMBER:	259538.11	
NAME OF SUBMITTER:	KIM PETROLO	
SIGNATURE:	/Kim Petrolo/	
DATE SIGNED:	11/16/2023	
Total Attachments: 13		
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page1.tif		
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page2.tif		
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page3.tif		
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page4.tif		
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page5.tif		

source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page6.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page7.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page8.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page9.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page10.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page11.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page12.tif
source=Xybion -Termination and Release of IPSA (Xybion Corporation) (Patents) (EXECUTED)#page13.tif

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this “Release”) is made this November 10, 2023, by NATIONAL BANK OF CANADA (together with its successors and assigns, “Lender”), in favor of XYBION CORPORATION, a Delaware corporation (the “Grantor”).

WHEREAS, among others, the Grantor entered into that certain Credit Agreement dated as of August 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, Xybion Digital Inc., an entity incorporated under the laws of the Province of British Columbia, as borrower, the Grantor, as a guarantor, and the other guarantors thereto and (ii) that certain Security Agreement dated as of August 16, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement” and together with the Credit Agreement, the “Credit Documents”) by and between Lender and Grantor.

WHEREAS, in connection with the Credit Documents and pursuant to the terms and conditions of that certain Intellectual Property Security Agreement entered into by the Grantor in favor of the Lender, dated as of August 16, 2022 (the “IP Security Agreement”), the Grantor granted to Lender, a continuing security interest in, to and under the Patents (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on August 23, 2022 at Reel/Frame 060875/0240, a copy of which is attached hereto as Exhibit A;

WHEREAS, the Grantor’s obligations under the Credit Documents have been satisfied in full and the security interest granted to Lender has been released by Lender;

WHEREAS, Lender has the requisite power and authority to release and discharge its security interest in, to and under the Patents; and

WHEREAS, the parties desire to confirm and evidence the termination and release of the security interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally, irrevocably and absolutely (i) assigns to the Grantor all of Lender’s right, title and interest (if any) in, to and under the Patents, and (ii) terminates, cancels, releases and forever discharges any and all security interests it holds in, to and under the Patents.

Lender, or a designee or agent on behalf of Lender, shall take all further reasonable actions, and provide to the Grantor or its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor to more fully and

effectively effectuate the purposes of this Release, in each case, at the Grantor's expense. By this instrument, Lender authorizes and requests that the Grantor record this Release with the USPTO.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its respective duly authorized representative as of the date first above written.

NATIONAL BANK OF CANADA

DocuSigned by:
By: Mike Montian
Name: Mike Montian
Title: Senior Director

XYBION MEDICAL SYSTEMS
CORPORATION

DocuSigned by:
By: Pradip Banerjee
Name: Pradip Banerjee
Title: Chief Executive Officer

EXHIBIT A

Intellectual Property Security Agreement

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7500612

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
XYBION CORPORATION	08/16/2022
RECEIVING PARTY DATA	
Name:	NATIONAL BANK OF CANADA
Street Address:	805 W. PENDER STREET, 2ND FLOOR
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V6C 1K6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11062327
CORRESPONDENCE DATA	
Fax Number:	(604)683-5214
<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:	6046486534
Email:	Patents.Canada@dentons.com
Correspondent Name:	DENTONS CANADA LLP
Address Line 1:	20TH FLOOR, 250 HOWE STREET
Address Line 4:	VANCOUVER, CANADA V6C 3R8
ATTORNEY DOCKET NUMBER:	310587-121
NAME OF SUBMITTER:	RICHARD A. JOHNSON
SIGNATURE:	/Richard A. Johnson/
DATE SIGNED:	08/23/2022
Total Attachments: 6	
source=310587-121 - Security agreement#page1.tif	
source=310587-121 - Security agreement#page2.tif	
source=310587-121 - Security agreement#page3.tif	
source=310587-121 - Security agreement#page4.tif	
source=310587-121 - Security agreement#page5.tif	
source=310587-121 - Security agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**") is entered into as of August 16, 2022, by **XYBION CORPORATION**, a company subsisting under the laws of Delaware (together with its successors and permitted assigns, "**Grantor**"), in favor of **NATIONAL BANK OF CANADA** (together with its successors and assigns, "**Lender**").

RECITALS

- A. Pursuant to that certain Credit Agreement dated as of August 16, 2022 (as amended, restated, supplemented, renewed, extended, modified or otherwise replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), among Xybion Digital Inc., as borrower ("**Borrower**"), certain affiliates as guarantors, including Grantor, as guarantor, and Lender, as lender, Lender has agreed to make certain non-revolving loans (the "**Loans**") to Borrower pursuant to the terms and conditions thereof.
- B. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees in favor of Lender as follows:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance of the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "**Intellectual Property**"):
- a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "**Copyrights**");
 - b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "**Patents**");
 - c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "**Trademarks**");
 - d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
 - e. any and all source code;
 - f. any and all design rights which may be available to Grantor;
 - g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.
- 2. Grantor hereby confirms that the attached Exhibits of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof, and that Grantor has no Copyrights, Patents or Trademark applications and registrations, which have been registered or filed with the Canadian Intellectual Property Office.
- 3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.
- 4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. Delivery of an executed counterpart of a signature page of this Agreement, or any certificate delivered thereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") or other electronic means (including electronic signature system providers such as DocuSign, Inc.) shall be effective as delivery of a manually executed counterpart of this Agreement or certificate.
- 5. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

XYBION CORPORATION

DocuSigned by:

Pradip Banerjee

C2C66676A3E8404...

Name: Pradip K. Banerjee

Title: CEO

EXHIBIT A

COPYRIGHTS

NIL.

EXHIBIT B

PATENTS

Patent/Appln. No.	Title	Owner Information	Status
Appln. No. 16/286,285 Patent No. 11,062,327 Publn. No. US 2020/0273046	REGULATORY COMPLIANCE ASSESSMENT AND BUSINESS RISK PREDICTION SYSTEM	Xybion Corporation Inc.	Granted July 13, 2021

EXHIBIT CTRADEMARKS

Mark/SN/RN	Status/Key Dates	Owner Information
<u>EMIDENCE</u> RN: 5498548 SN: 87181870	Registered June 19, 2018 Int'l Class: 42 First Use: September 11, 2017 Filed: September 23, 2016 Registered: June 19, 2018 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America
<u>LABWISE</u> RN: 4713665 SN: 86156291	Registered July 28, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09,42 First Use: July 21, 2014 Filed: January 2, 2014 Registered: March 31, 2015 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 105 College Road East, Princeton, New Jersey 08540 United States of America
<u>SAVANTE</u> RN: 4804986 SN: 86275492	Registered November 18, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09,42 First Use: October 10, 2014 Filed: May 8, 2014 Registered: September 1, 2015 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America
<u>WORKERS' COMP CLOUD</u> RN: 5521511 SN: 87786774	Registered July 17, 2018 Int'l Class: 42 First Use: February 6, 2018 Filed: February 6, 2018 Registered: July 17, 2018 Register Type: Supplemental Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America
<u>XYBION</u> RN: 4517195 SN: 85878450	Registered June 19, 2020 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09,42 First Use: March 9, 2003 Filed: March 18, 2013 Registered: April 22, 2014 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America

PATENT

RECORDED: 08/26/2023

REEL: 065598 FRAME: 0938