

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675566

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACF FINCO I LP		08/12/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CARDIACASSIST, INC.		
<b>Street Address:</b>	620 Alpha Drive, Suite 200		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15238		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5131790	PROTEK DUO	
<b>Registration Number:</b>	5282077	PROTEK SOLO	
<b>Registration Number:</b>	2884588	TANDEMHEART	
<b>Registration Number:</b>	5064789	TANDEMLIFE	
<b>Registration Number:</b>	5050270	TANDEMLUNG	
<b>Registration Number:</b>	5162306	VOYAGERVEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.00359		
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos		
<b>SIGNATURE:</b>	/Javier J. Ramos/		

CH \$165.00 5131790

<b>DATE SIGNED:</b>	09/20/2021
<b>Total Attachments: 4</b> source=Executed ACF- Cardiacassist - Termination of Trademark Security Agreement#page1.tif source=Executed ACF- Cardiacassist - Termination of Trademark Security Agreement#page2.tif source=Executed ACF- Cardiacassist - Termination of Trademark Security Agreement#page3.tif source=Executed ACF- Cardiacassist - Termination of Trademark Security Agreement#page4.tif	

## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of August 12, 2021, is made by **ACF FINCO I LP**, a Delaware limited partnership, in its capacity as agent for the Lenders, (in such capacity, the "Agent"), in favor of **CARDIACASSIST, INC.** ("Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

**WHEREAS**, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of December 30, 2020 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on December 30, 2020 at Reel/Frame 7151/0545;

**WHEREAS**, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of December 30, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Grantor party thereto from time to time and the Agent and (ii) the Trademark Security Agreement, the Grantor pledged and granted to the Agent a security interest in certain Collateral, including all of the Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Exhibit A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and the right to receive all Proceeds of any of the foregoing, in each case, arising under the Security Agreement and the Trademark Security Agreement (collectively, the "Trademark Collateral"); and

**WHEREAS**, the Agent acknowledges complete payment and performance of all Secured Obligations (Unasserted Contingent Obligations), and as a result has agreed to terminate, cancel, release and discharge its security interest in the Trademark Collateral.

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

1. The Agent hereby (i) absolutely, unconditionally and irrevocably terminates, cancels, releases and discharges the security interest in the Trademark Collateral and any and all other Liens and security interests that the Agent or its predecessors, successors, assigns and transferees may have in, to or on the Trademark Collateral and (ii) terminates and cancels the Trademark Security Agreement.

2. The Agent represents and warrants that it has full authority to execute and deliver this Termination.

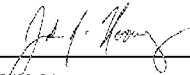
3. The Agent hereby authorizes and requests that the Commissioner for Trademarks record this Termination. At the request of the Grantor, at the Grantor's expense, the Agent agrees to execute and deliver such other and further documents and instruments reasonably requested by the Grantor in writing in order to effect or evidence more fully the matters covered by this Termination.

4. THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. This Termination shall be binding upon the Agent's representatives, successors, assigns and transferees.

[Remainder of page intentionally left blank; signature page follows]

**ACF FINCO I LP,**  
as Agent

By:  \_\_\_\_\_  
Name: John Nooney  
Title:  
Duly Authorized Signatory

**EXHIBIT A**

**Trademarks**

<b>OWNER/REGISTRANT</b>	<b>TRADEMARK</b>	<b>APPLICATION NO</b>	<b>FILING DATE</b>	<b>REGISTRATION NO</b>	<b>REGISTRATION DATE</b>
CARDIACASSIST, INC.	PROTEK DUO	86934746	9-Mar-16	5131790	31-Jan-17
CARDIACASSIST, INC.	PROTEK SOLO	86934714	9-Mar-16	5282077	5-Sep-17
CARDIACASSIST, INC.	TANDEMHEART	76124838	8-Sep-00	2884588	14-Sep-04
CARDIACASSIST, INC.	TANDEMLIFE	86417701	8-Oct-14	5064789	18-Oct-16
CARDIACASSIST, INC.	TANDEMLUNG	86346986	24-Jul-14	5050270	27-Sep-16
CARDIACASSIST, INC.	VOYAGERVEST	86842315	8-Dec-15	5162306	14-Mar-17