

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Pledged Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|-----------------------|
| Morgan Stanley Senior Funding, Inc. | | 10/24/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------|
| Name: | RGH Enterprises, Inc. |
| Street Address: | 1810 Summit Commerce Park |
| City: | Twinburg |
| State/Country: | OHIO |
| Postal Code: | 44087 |
| Entity Type: | CORPORATION: OHIO |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------|
| Registration Number: | 1775606 | EDGE PARK |
| Registration Number: | 2745852 | EDGE PARK |
| Registration Number: | 2546761 | INDEPENDENCE MEDICAL |
| Registration Number: | 2522296 | INDEPENDENCE |
| Registration Number: | 3355868 | WHAT YOU NEED, WHEN YOU NEED IT |
| Registration Number: | 3317147 | RELIAMED |
| Registration Number: | 3176139 | RELIAMED |
| Registration Number: | 2522311 | IM |
| Registration Number: | 3355870 | EDGE PARK MEDICAL SUPPLIES |
| Registration Number: | 3861751 | MEDCONNECT |

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

CH \$265.00 1775606

via US Mail.

Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Steven Keslowitz, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

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|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 24051-1201 |
| NAME OF SUBMITTER: | Steven Keslowitz |
| Signature: | /Steven Keslowitz/ |
| Date: | 10/24/2012 |

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PLEDGED TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS (this "Termination and Release"), dated as of October 24, 2012, from Morgan Stanley Senior Funding, Inc., as Administrative Agent under the Credit Agreement, dated as of October 1, 2010 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement"), among HGI Holding, Inc. (the "Company") and the other borrowers party thereto (and together with the Company, collectively, the "Borrowers"), the Lenders party thereto, the Issuers party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent for the Lenders and the Issuers, and the other parties thereto, to RGH Enterprises, Inc. (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 1, 2010 (the "Security Agreement") made by the Grantor in favor of the Administrative Agent, a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 1, 2010 at Reel 4288, Frame 0816; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean (a) all of the Grantor's present and future right, title and interest in and to all of the Grantor's United States Pledged Trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, whether registered or unregistered and all agreements, whether written or oral, providing

for the grant by or to the Grantor of any right under the foregoing, including, but not limited to, the United States trademark registrations and applications listed on Schedule I attached hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing, (b) the right to sue or otherwise recover for any past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (d) all other rights of the Grantor corresponding to any of the foregoing throughout the world.

2. Release of Security Interest: The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Administrative Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Administrative Agent shall, at the Grantor's sole cost and expense and at any of the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the federal laws of the United States with respect to matters related to Pledged Trademarks and by the laws of the State of New York without giving effect to the conflict of laws principles thereof for all other matters.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By:  _____

Name: Stephen B. King
Title: Vice President

[Trademark Release]

TRADEMARK
REEL: 004887 FRAME: 0777

SCHEDULE I

TRADEMARKS

| Trademark | Application no. | Registration no. | Status |
|------------------------------------|------------------------|-------------------------|---------------|
| EDGE PARK | 74/323,090 | 1,775,606 | REGISTERED |
| EDGE PARK AND DESIGN | 76/195,269 | 2,745,852 | REGISTERED |
| INDEPENDENCE MEDICAL | 76/185,618 | 2,546,761 | REGISTERED |
| INDEPENDENCE | 76/184,327 | 2,522,296 | REGISTERED |
| WHAT YOU NEED, WHEN YOU NEED IT | 77/150,705 | 3,355,868 | REGISTERED |
| RELIAMED AND DESIGN | 78/581,591 | 3,317,147 | REGISTERED |
| RELIAMED | 78/581,575 | 3,176,139 | REGISTERED |
| IM AND DESIGN | 76/195,199 | 2,522,311 | REGISTERED |
| EDGE PARK MEDICAL SUPPLIES | 77/150,744 | 3,355,870 | REGISTERED |
| MEDCONNECT | 77/761,508 | 3,861,751 | REGISTERED |

TRADE NAMES / FICTITIOUS NAMES

| State | Trade Name | Fictitious Name | Type | Owner |
|--------------|---------------------------|--|---------------------------------------|---|
| Ohio | Edgepark Medical Supplies | | Registered Trade Name | RGH Enterprises, Inc. |
| Illinois | | Edgepark Medical Supplies, Inc. | Foreign Corporation / Fictitious Name | RGH Enterprises, Inc. |
| California | | Edgepark Medical Supplies, HHI Enterprises, Inc. | | Known in California as: RGH Enterprises, Inc. which will do business in California as HHI Enterprises, Inc. |
| Florida | | Edgepark Medical Supplies | Fictitious Name | RGH Bonefish Company (RGH Enterprises, Inc. in Ohio) |

| State | Trade Name | Fictitious Name | Type | Owner |
|----------|------------|---------------------------------|---------------------------------------|-----------------------|
| New York | | Edgepark Medical Supplies, Inc. | Foreign Corporation / Fictitious Name | RGH Enterprises, Inc. |
| Texas | | Edgepark Medical Supplies, Inc. | Foreign Corporation / Fictitious Name | RGH Enterprises, Inc. |
| Texas | | Edgepark Medical Supplies, Inc. | Fictitious Name | RGH Enterprises |

TRADEMARK LICENSES

None.