# CH \$490.00 29590

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM299339

| SUBMISSION TYPE:      | NEW ASSIGNMENT           |  |
|-----------------------|--------------------------|--|
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |  |

# **CONVEYING PARTY DATA**

| Name         | Formerly | Execution Date | Entity Type                     |
|--------------|----------|----------------|---------------------------------|
| REGIONS BANK |          | 03/26/2014     | BANKING CORPORATION:<br>ALABAMA |

# **RECEIVING PARTY DATA**

| Name:           | ROSCOE MEDICAL, INC.            |  |  |
|-----------------|---------------------------------|--|--|
| Street Address: | 21973 COMMERCE PARKWAY, SUITE A |  |  |
| City:           | STRONGVILLE                     |  |  |
| State/Country:  | OHIO                            |  |  |
| Postal Code:    | 44149                           |  |  |
| Entity Type:    | CORPORATION: DELAWARE           |  |  |

### **PROPERTY NUMBERS Total: 19**

| Property Type        | Number   | Word Mark         |  |  |
|----------------------|----------|-------------------|--|--|
| Registration Number: | 2959015  | TWIN STIM         |  |  |
| Registration Number: | 3917801  | RELIEF WRAP       |  |  |
| Registration Number: | 4134482  | TENS 7000         |  |  |
| Registration Number: | 4376580  | COMBOCARE         |  |  |
| Registration Number: | 3384840  | AMERICAN BANTEX   |  |  |
| Registration Number: | 3986391  | ELECTRELIEF       |  |  |
| Registration Number: | 4354597  | TENS 2 GO         |  |  |
| Registration Number: | 4376581  | SOUNDCARE PLUS    |  |  |
| Registration Number: | 3500865  | BANTEX            |  |  |
| Registration Number: | 3982139  | INTENSITY         |  |  |
| Registration Number: | 4160531  | US 1000           |  |  |
| Registration Number: | 4480041  | QUATTRO II        |  |  |
| Registration Number: | 3905354  | FUEGO             |  |  |
| Registration Number: | 3254752  | VA VALUEADVANTAGE |  |  |
| Registration Number: | 4493248  | ROSCOE MEDICAL    |  |  |
| Registration Number: | 3990681  | SUB ZERO          |  |  |
| Registration Number: | 4134481  | TENS 3000         |  |  |
| Serial Number:       | 85926210 | TENS CELL         |  |  |
| Serial Number:       | 85449837 | BETTER LIVING.    |  |  |
|                      |          | TRADEMARK         |  |  |

REEL: 005244 FRAME: 0775

900284205

#### **CORRESPONDENCE DATA**

**Fax Number:** 2124464900

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

US Mail.

Email: susan.zablocki@kirkland.com

Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 16097-2          |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | Susan Zablocki   |
| SIGNATURE:              | /susan zablocki/ |
| DATE SIGNED:            | 03/26/2014       |

#### **Total Attachments: 3**

source=regions-Roscoe IP release 3-26-14 signed#page1.tif source=regions-Roscoe IP release 3-26-14 signed#page2.tif source=regions-Roscoe IP release 3-26-14 signed#page3.tif

TRADEMARK REEL: 005244 FRAME: 0776

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of March 26, 2014 ("Effective Date") by REGIONS BANK, an Alabama banking corporation, as Collateral Agent, with its principal office at 150 4<sup>th</sup> Ave N., 10<sup>th</sup> Floor, Nashville, Tennessee 37219 (formerly located at 315 Deaderick Street, Suite 700, Nashville, TN 37237) ("Grantee"), in favor of ROSCOE MEDICAL, INC., a Delaware corporation, with its principal office at 21973 Commerce Parkway, Strongsville, OH 44149 ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated August 28, 2013 (the "<u>Trademark Security Agreement</u>"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the trademarks, trademark registrations, trademark applications, and all reissues, extensions or renewals thereof and all proceeds of the foregoing, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto, in each case, together with the goodwill associated therewith (collectively, the "<u>Trademarks</u>");

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated August 28, 2013 (the "Security Agreement");

**WHEREAS,** the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on September 3, 2013, at Reel/Frame 5102/0211; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement and the Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, other than those Trademarks set forth on Schedule A, in any jurisdiction throughout the world, other than such filings made in the PTO or financing statements filed in connection with the Security Agreement.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

TRADEMARK REEL: 005244 FRAME: 0777 **IN WITNESS WHEREOF,** Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

REGIONS BANK

Name: Kap Yarbrough

Title: Vice President

# Schedule A

# TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner: Roscoe Medical, Inc.

RECORDED: 03/26/2014

| Trademark                    | Application<br>Number          | Application Date | Registration<br>Number | Registration Date |
|------------------------------|--------------------------------|------------------|------------------------|-------------------|
| QUATTRO II                   | 85/848,459                     | 2/13/2013        | N/A                    | N/A               |
| SOUNDCARE PLUS               | 85/848,453                     | 2/13/2013        | N/A                    | N/A               |
| COMBOCARE                    | 85/848,438                     | 2/13/2013        | N/A                    | N/A               |
| BE YOUR OWN<br>BEAUTY EXPERT | 85/815,844                     | 1/4/2013         | N/A                    | N/A               |
| NUVITA                       | 85/805,481                     | 12/18/2012       | N/A                    | N/A               |
| TENS 2 GO                    | N/A                            | N/A              | 4,354,597              | 6/18/2013         |
| TENS 2 GO                    | Canadian Application 1,564,050 | 2/14/2012        | N/A                    | N/A               |
| BETTER LIVING                | 85/449,837                     | 10/18/2011       | N/A                    | N/A               |
| ROSCOE MEDICAL<br>& DESIGN   | 85/449,722                     | 10/18/2011       | N/A                    | N/A               |
| US 1000                      | N/A                            | N/A              | 4,160,531              | 6/19/2012         |
| INTENSITY                    | N/A                            | N/A              | 3,982,139              | 6/21/2011         |
| INTENSITY                    | Canadian Application 1,574,271 | 4/20/2012        | N/A                    | N/A               |
| ELECTRELIEF                  | N/A                            | N/A              | 3,986,391              | 6/28/2011         |
| RELIEF WRAP                  | N/A                            | N/A              | 3,917,801              | 2/8/2011          |
| SUB ZERO                     | N/A                            | N/A              | 3,990,681              | 7/5/2011          |
| FUEGO                        | N/A                            | N/A              | 3,905,354              | 1/11/2011         |
| BANTEX                       | N/A                            | N/A              | 3,500,865              | 9/16/2008         |
| AMERICAN BANTEX              | N/A                            | N/A              | 3,384,840              | 2/19/2008         |
| TWIN STIM                    | N/A                            | N/A              | 2,959,015              | 6/7/2005          |
| TENS 7000                    | N/A                            | N/A              | 4,134,482              | 5/1/2012          |
| TENS 7000                    | Canadian Application 1,559,335 | 1/11/2012        | N/A                    | N/A               |
| TENS 3000                    | N/A                            | N/A              | 4,134,481              | 5/1/2012          |
| TENS 3000                    | Canadian Application 1,559,336 | 1/11/2012        | N/A                    | N/A               |
| VA<br>VALUEADVANTAGE         | N/A                            | N/A              | 3,254,752              | 06/26/2007        |
| TENS CELL                    | 85/926,210                     | 5/8/2013         | N/A                    | N/A               |