# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM534754

NATURE OF CONVEYANCE: Partial Release of Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/01/2019	Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Aspen Surgical Products, Inc.		
Street Address:	wo Prudential Plaza, 180 N. Stetson Avenue		
Internal Address:	Suite 4100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MICHIGAN		

## **PROPERTY NUMBERS Total: 31**

Registration Number:3479072AQUANOTRegistration Number:4729929ASPEN SURGICALRegistration Number:3146610ASPENBASINRegistration Number:2884264BARD-PARKERRegistration Number:3817568CINCHMATRegistration Number:4566539COLORTRACKRegistration Number:1730491DR. FOGRegistration Number:4370131ERGOSUPPORTRegistration Number:4370131ERGOSUPPORTRegistration Number:4793165Registration Number:4710340EVACMATRegistration Number:4710340NEEDLENESTRegistration Number:4585615OXBORORegistration Number:4459034RICHARD-ALLANRegistration Number:4459036SABERRegistration Number:4459036SABERRegistration Number:4459232SAFECLEAN	Property Type	Number	Word Mark
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	Registration Number:	4459034	RICHARD-ALLAN
Registration Number: 4459232 SAFECLEAN	Registration Number:	4459036	SABER
	Registration Number:	4459232	SAFECLEAN
Registration Number: 5018929 SAFESWITCH	Registration Number:	5018929	SAFESWITCH

TRADEMARK REEL: 006709 FRAME: 0599

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Property Type	Number	Word Mark
Registration Number:	5018785	SHARPS SLED
Registration Number:	4479685	STERION
Registration Number:	4684451	SURGIDYNE
Registration Number:	4698681	SURGISAFE
Registration Number:	2752783	SURGISAFE
Registration Number:	4459035	S-VAC
Registration Number:	4054379	VIRASORB
Registration Number:	3262822	WATERBOOM
Registration Number:	2081344	WATERBUG QUIET FLOOR SUCTION
Registration Number:	2988262	WRITESITE
Registration Number:	0616625	B-P
Registration Number:	5219374	BARD-PARKER
Registration Number:	3806085	RIB-BACK

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/01/2019

#### **Total Attachments: 7**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	e record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Additional names, addresses, or citizenship attached?
JPMorgan Chase Bank, N.A.	Name: Aspen Surgical Products, Inc.
	Two Prudential Plaza, Street Address: 180 N. Stetson Avenue, Suite 4100
Individual(s) Association	
Partnership Limited Partnership	City: Chicago
Corporation- State:  Other	State: Winois
	Country:USA Zip: 60601
Citizenship (see guidelines) USA	Individual(s) Cltizenship
Additional names of conveying parties attached? Yes No	
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s)August 1, 2019	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship USA-MI  Other Citizenship
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other Partial Release of Security Interest	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  Text  See Schedule I	B. Trademark Registration No.(s)  See Schedule I  Additional sheet(s) attached?   Yes   No
C. Identification or Description of Trademark(s) (and Filing	
	,
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Senior Paralegal	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: do Cahill Gordon & Reindel LLP  80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	Daniell Account North on
Docket Number:	Deposit Account Number
Email Address:ecarrera@cahill.com	Authorized User Name
9. Signature: Slaine (a)	August 1, 2019
Signatule Signatule	Date
Elaine Carrera	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this "Release"), dated as of August 1, 2019 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of September 8, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered for recording in the United States Patent and Trademark Office (i) a Trademark Security Agreement, dated as of September 8, 2015, which agreement was recorded with the United States Patent and Trademark Office on September 9, 2015 at Reel/Frame 5618/0866 and (ii) a Trademark Security Agreement, dated as of September 21, 2016, which agreement was recorded with the United States Patent and Trademark Office on September 26, 2016 at Reel/Frame 5884/0302 (collectively, the "<u>Trademark Security Agreements</u>"); and

WHEREAS, in reliance on the Grantor's representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Lien Release, dated as of the date hereof, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral set forth on the schedules hereto.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.
- 2. <u>Release of Specified Collateral</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on <u>Schedule I</u> attached hereto and all proceeds of the foregoing (the "<u>Released Trademark Collateral</u>") arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or Trademark Security Agreements. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreements with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A., acting in its capacity as Agent for the Secured Parties

Title: Authorized Officer

## **GRANTOR:**

ASPEN SURGICAL PRODUCTS, INC.

By: \_\_\_\_\_

Name: John P. Groetelaars

Title: President and Chief Executive Officer

## Schedule I

## **Released Trademark Collateral**

# **Reel/Frame 5618/0866**

Owner	Trademark Name	Status	Application	Application	Registration	Reg
			<u>Date</u>	Number	<u>Date</u>	Number
Aspen Surgical Products, Inc.	AQUANOT	Registered	6/18/2007	77/208,320	8/5/2008	3,479,072
Aspen Surgical Products, Inc.	ASPEN SURGICAL	Registered	7/25/2013	86/019,388	5/5/2015	4,729,929
Aspen Surgical Products, Inc.	ASPENBASIN	Registered	10/22/2004	78/504,336	9/19/2006	3,146,610
Aspen Surgical Products, Inc.	BARD-PARKER	Registered	6/26/2003	78/267,573	9/14/2004	2,884,264
Aspen Surgical Products, Inc.	CINCHMAT	Registered	11/24/2009	77/879,711	7/13/2010	3,817,568
Aspen Surgical Products, Inc.	COLORTRACK	Registered	5/20/2013	85/936,405	7/15/2014	4,566,539
Aspen Surgical Products, Inc.	DR. FOG	Registered	7/2/1991	74/181,779	11/10/1992	1,730,491
Aspen Surgical Products, Inc.	ELVIS	Registered	7/2/1992	74/290,446	5/4/1993	1,768,542
Aspen Surgical Products, Inc.	ERGOSUPPORT	Registered	4/12/2012	85/979,217	7/16/2013	4,370,131
Aspen Surgical Products, Inc.	EVACMAT	Registered	2/19/2010	77/939,819	9/28/2010	3,853,346
Aspen Surgical Products, Inc.	MISC. DESIGN (Aspen Surgical Logo)	Published	7/17/2014	86/340,337	8/18/2015	4,793,165
Aspen Surgical Products, Inc.	MISC. DESIGN (Aspen Surgical Logo) (Color)	Registered	7/25/2013	86/019,390	3/31/2015	4,710,340
Aspen Surgical Products, Inc.	NEEDLENEST	Registered	5/3/2004	78/411,997	6/13/2006	3,104,891
Aspen Surgical Products, Inc.	OXBORO	Registered	5/20/2013	85/936,407	8/12/2014	4,585,615
Aspen Surgical Products, Inc.	RICHARD-ALLAN	Registered	5/20/2013	85/936,410	12/31/2013	4,459,034
Aspen Surgical Products, Inc.	SABER	Registered	5/20/2013	85/936,421	12/31/2013	4,459,036
Aspen Surgical Products, Inc.	SAFECLEAN	Registered	6/17/2013	85/961,166	12/31/2013	4,459,232
Aspen Surgical Products, Inc.	SAFESWITCH	Registered	6/9/2015	86/656,133	8/9/2016	5,018,929
Aspen Surgical Products, Inc.	SHARPS SLED	Registered	5/14/2015	86/629,328	8/9/2016	5,018,785
Aspen Surgical Products, Inc.	STERION	Registered	6/21/2012	85/657,512	2/11/2014	4,479,685
Aspen Surgical Products, Inc.	SURGIDYNE	Registered	6/18/2014	86/313,745	2/10/2015	4,684,451
Aspen Surgical Products, Inc.	SURGISAFE	Registered	5/14/2014	86/281,037	3/10/2015	4,698,681
Aspen Surgical Products, Inc.	SurgiSafe & Design	Registered	12/13/2002	76/474,761	8/19/2003	2,752,783

Owner	Trademark Name	Status	Application <u>Date</u>	Application Number	Registration Date	Reg Number
Aspen Surgical Products, Inc.	S-VAC	Registered	5/20/2013	85/936,416	12/31/2013	4,459,035
Aspen Surgical Products, Inc.	VIRASORB	Registered	7/1/2008	77/512,341	11/15/2011	4,054,379
Aspen Surgical Products, Inc.	WATERBOOM	Registered	9/12/2005	78/710,732	7/10/2007	3,262,822
Aspen Surgical Products, Inc.	WATERBUG QUIET FLOOR SUCTION & Design	Registered	6/12/1996	75/128,639	7/22/1997	2,081,344
Aspen Surgical Products, Inc.	WRITESITE	Registered	3/31/2004	78/393,828	8/23/2005	2,988,262
Aspen Surgical Products, Inc.	В-Р	Registered	06/17/1954	71/668,366	11/22/1955	0,616,625

# Reel/Frame 5884/0302

Owner	<u>Trademark Name</u>	<u>Status</u>	Application Date	Application Number	Registration <u>Date</u>	Reg Number
Aspen Surgical Products, Inc.	BARD-PARKER	Registered	1/11/2016	86/871,555	6/6/2016	5219374
Aspen Surgical Products, Inc.	RIB-BACK	Registered	9/21/2009	77/830,943	6/22/2010	3806085

**RECORDED: 08/01/2019**