

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640001

|   |                                       |                       |  |
|---|---------------------------------------|-----------------------|--|
| <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>                             |
| Capital One, National Association, as Agent   |                                       | 04/15/2021            | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |  |
| <b>Name:</b>  | CANADIAN HOSPITAL SPECIALTIES LIMITED |                       |  |
| <b>Street Address:</b>  | 2810 COVENTRY RD                      |                       |  |
| <b>City:</b>  | OAKVILLE, ONTARI                      |                       |  |
| <b>State/Country:</b>   | CANADA                                |                       |  |
| <b>Postal Code:</b>   | L6H 6R1                               |                       |  |
| <b>Entity Type:</b>   | Corporation: CANADA                   |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                       |                       |  |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 1465323                               | MED-RX                |  |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |  |
| <b>Fax Number:</b>  | 4168680673                            |                       |  |
| <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>   | 6046437942                            |                       |  |
| <b>Email:</b>   | bbell@mccarthy.ca                     |                       |  |
| <b>Correspondent Name:</b>  | Vincent Yip, McCarthy Tétrault LLP    |                       |  |
| <b>Address Line 1:</b>  | Suite 5300, TD Bank Tower             |                       |  |
| <b>Address Line 2:</b>  | Box 48, 66 Wellington Street West     |                       |  |
| <b>Address Line 4:</b>  | Toronto, Ontario, CANADA M5K 1E6      |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Vincent Kam-Sun Yip                   |                       |  |
| <b>SIGNATURE:</b>   | /VincentKamSunYip/                    |                       |  |
| <b>DATE SIGNED:</b>   | 04/16/2021                            |                       |  |
| <b>Total Attachments: 6</b>   |                                       |                       |  |
| source=DOCS-#21440973-v1-CONA-CHS_-_Release_of_IP_Security_Interest__executed_#page1.tif  |                                       |                       |  |
| source=DOCS-#21440973-v1-CONA-CHS_-_Release_of_IP_Security_Interest__executed_#page2.tif  |                                       |                       |  |
| source=DOCS-#21440973-v1-CONA-CHS_-_Release_of_IP_Security_Interest__executed_#page3.tif  |                                       |                       |  |
| source=DOCS-#21440973-v1-CONA-CHS_-_Release_of_IP_Security_Interest__executed_#page4.tif  |                                       |                       |  |

CH \$40.00 1465323

source=DOCS-#21440973-v1-CONA-CHS\_-\_Release\_of\_IP\_Security\_Interest\_\_executed\_#page5.tif

source=DOCS-#21440973-v1-CONA-CHS\_-\_Release\_of\_IP\_Security\_Interest\_\_executed\_#page6.tif

**RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

**THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “**Release**”), dated as of April 15, 2021 (the “**Effective Date**”), is made by **CAPITAL ONE, NATIONAL ASSOCIATION** (the “**Agent**”), as administrative agent under the Credit Agreement dated as of January 31, 2018 between, inter alios, Canadian Hospital Specialties Limited (as successor to Medquest Medical Inc., the “**Grantor**”), as borrower, CHSL Holdco, Inc. and the other Credit Parties (as therein defined) party thereto from time to time, the Agent, as administrative agent for the lenders party thereto from time to time (the “**Lenders**”), and the Lenders (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement or the Agreements, as applicable.

**WHEREAS** the Grantor is party to one or more intellectual property security agreements identified in Exhibit A attached hereto (the “**Agreements**”) pursuant to which the Grantor granted a security interest in and to the intellectual property rights owned by the Grantor (the “**Security Interest**”), including the patents, patent applications, trademark registrations and IP licenses listed in Exhibit B attached hereto (the “**IP Collateral**”);

**AND WHEREAS** the Agent confirms that it has not assigned or otherwise disposed of its Security Interest in and to any of the IP Collateral; and

**AND WHEREAS** the Agent now desires to confirm the termination and release of the Security Interest in and to the IP Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby unconditionally and expressly releases, terminates and extinguishes and has unconditionally and expressly released, terminated and extinguished any and all of its right, title, and interest in and to any and all liens and security interests, including the Security Interest, it may have upon the IP Collateral and made part hereof, which liens and security interests were established under and pursuant to the Agreements;

**AND** to the extent that Agent has acquired any right, title or interest in or to any of the IP Collateral, it hereby assigns and transfers such rights, title or interest to Grantor along with (1) all proceeds and products of such IP Collateral, (2) the goodwill associated with IP Collateral consisting of trademarks, and (3) all causes of action arising prior to or after the date hereof for infringement of such IP Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such IP Collateral and related rights that any goodwill in the IP Collateral constituting trademarks that the Agent may have acquired without recourse, representation, warranty or other assurance of any kind by Agent as to Agent’s rights in any IP Collateral for amounts owing under the Agreements, the condition or value of any IP Collateral, or any other matter.

**AND** the Agent hereby directs Canadian Intellectual Property Office (“**CIPO**”), the United States Patent and Trademark Office (the “**USPTO**”), and any other corresponding governmental authority to record this Release in such places as deemed necessary or advisable to give effect hereto;

**AND** the Agent shall, at the request and cost of the Grantor, take all further actions, and provide to the Grantor, their respective 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 to more fully and effectively release, terminate and extinguish any such liens and security interests, including the Security Interest, upon the IP Collateral;

**AND** this Release shall be binding upon the Agent's legal representatives, assigns and successors.

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

**CAPITAL ONE, NATIONAL ASSOCIATION,  
as Agent**



By:

\_\_\_\_\_  
Name: Peter Itz

Title: Duly Authorized Signatory

## **Exhibit A**

### **SECURITY AGREEMENTS**

1. Trademark Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited, as Grantor, in favor of Capital One, National Association, as Agent recorded with the USPTO on February 6, 2018 at Reel/Frame 6267/0452.
2. Trademark Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited, as Grantor, in favor of Capital One, National Association, as Agent recorded with CIPO on February 22, 2018 at File No. 1513610.
3. Patent Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited, as Grantor, in favor of Capital One, National Association, as Agent, recorded with the USPTO on February 6, 2018 at Reel/Frame 044843/0757.
4. Patent Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited as Grantor, in favor of Capital One, National Association, as Agent, recorded with CIPO on February 26, 2018 at registration certificate 05743486.
5. Patent Security Agreement dated as of September 1, 2020 made by Canadian Hospital Specialties Limited (formerly known as Medquest Medical Inc.), as Grantor, in favor of Capital One, National Association, as Agent, recorded with the USPTO on September 9, 2020 at Reel/Frame 053723/0514.
6. Patent Security Agreement dated as of September 1, 2020 made by Canadian Hospital Specialties Limited (formerly known as Medquest Medical Inc.), as Grantor, in favor of Capital One, National Association, as Agent, recorded with CIPO on September 15, 2020 at registration certificate 05807978.

## EXHIBIT B

### INTELLECTUAL PROPERTY

#### Trademark Registrations

| Jurisdiction | Owner                                 | Trademark                     | Reg. No.    | Application No. | Reg. Date      |
|--------------|---------------------------------------|-------------------------------|-------------|-----------------|----------------|
| Canada       | Canadian Hospital Specialties Limited | CANADIAN HOSPITAL SPECIALTIES | TMA815,018  | 1,513,610       | Jan. 5, 2012   |
| Canada       | Canadian Hospital Specialties Limited | CHS Design                    | TMA815,017  | 1,513,611       | Jan. 5, 2012   |
| Canada       | Canadian Hospital Specialties Limited | CHS DESIGN                    | TMA422,282  | 707,246         | Jan 21, 1994   |
| Canada       | Canadian Hospital Specialties Limited | BENLAN                        | TMA773,921  | 1,445,653       | Aug. 6, 2010   |
| Canada       | Canadian Hospital Specialties Limited | MED-RX                        | TMA339,093  | 568,863         | Apr. 15, 1988  |
| Canada       | Canadian Hospital Specialties Limited | CIRCLE TEARDROP Design        | TMA777,942  | 1,456,046       | Sept. 23, 2010 |
| Canada       | Canadian Hospital Specialties Limited | MED-LINK                      | TMA582,042  | 841,260         | May 21, 2003   |
| Canada       | Canadian Hospital Specialties Limited | INTER V MEDICAL & Design      | TMA618,787  | 1,189,202       | Sept 7, 2004   |
| US           | Canadian Hospital Specialties Limited | MED-RX                        | 1,465,323   | 73/651,030      | Nov. 17, 1987  |
| Canada       | Canadian Hospital Specialties Limited | INTER V MEDICAL & Design      | TMA937, 142 | 1716799         | May 6, 2016    |

| Jurisdiction | Owner   | Title   | Patent No. | Application No. | Expiry   |
|--------------|---|---|------------|-----------------|--|
| US           | Canadian Hospital Specialties Limited   | ENTERAL-ONLY SYRINGE AND METHOD OF MANUFACTURING SAME | 7,842,217  | 11/692703       | Aug. 5, 2027<br>(with 130 days Patent Term Adjustment) |
| Canada       | Canadian Hospital Specialties Limited   | DRUG DELIVERY NEEDLE DEVICE                           | 2,513,162  | 10/067,511      | Jan. 28, 2023  |
| Canada       | Canadian Hospital Specialties Limited   | SAFETY NEEDLE DEVICE                                  | 2,550,223  | 11/197,655      | Jun. 15, 2026  |
| Canada       | Canadian Hospital Specialties Limited (1744407 Ontario Inc. (formerly known as Medquest Medical Inc.) amalgamated with Canadian Hospital Specialties Limited) | CONNECTOR FOR CATHETER                                | N/A        | 2995280         | N/A  |
| US           | Medquest Medical Inc.   | CONNECTOR FOR CATHETER                                | N/A        | 15/897372       | N/A  |

#### IP Licenses

Valence Developer License Agreement with CNX Corporation.

International Program License Agreement with International Business Machines Corporation.

Software Agreement dated August 5, 1994, by and between Modular Software Ltd. and Canadian Hospital Specialties Limited.

End User License Agreement for Sage 50 Accounting Products with Sage Software Canada Ltd.

Salesforce Notices and License Information.

T.L. Ashford Barcode400 License.

License with McAfee re: McAfee Antivirus software.