

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685768

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900644107

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		06/28/2021	National Association:

RECEIVING PARTY DATA

Name:	Teleflex Incorporated
Street Address:	550 E. Swedesford Road, Suite 400
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1004041	ADDIPAK
Registration Number:	1537328	AIR-EZE
Registration Number:	0926951	AQUAPAK
Registration Number:	0968730	AQUATHERM
Registration Number:	2179987	BREATHING, MADE EASIER.
Registration Number:	4413373	CLINICAL FOUNDATIONS
Registration Number:	3413092	COMFORT FLO
Registration Number:	1099212	CONCHA
Registration Number:	1139858	CONCHAPAK
Registration Number:	1105074	CONCHATHERM
Registration Number:	1250224	CORR-A-FLEX
Registration Number:	0825863	CORR-A-TUBE
Registration Number:	1729000	HUDSON RCI
Registration Number:	1695930	HUDSON RCI
Registration Number:	1839905	MICRO MIST
Registration Number:	1004552	MULTI-VENT
Registration Number:	1010958	NEB-U-MASK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3407155	NEPTUNE
Registration Number:	3077624	OPTI-NEB
Registration Number:	3775411	OXYME
Registration Number:	1367473	SMOOTH-FLO
Registration Number:	1928616	SOFTECH
Registration Number:	1704754	STAR LUMEN
Registration Number:	1899754	THERMAGARD
Registration Number:	2983263	TRIFLO
Registration Number:	0988503	UP-DRAFT
Registration Number:	1287013	UP-DRAFT II
Registration Number:	1056922	VOLDYNE

CORRESPONDENCE DATA

Fax Number: 3125548015

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: 312-554-8000

Email: jmarvel@pattishall.com

Correspondent Name: Janet A. Marvel

Address Line 1: 200 S. Wacker Drive, Suite 2900

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	00786-1-6116
NAME OF SUBMITTER:	Janet Marvel
SIGNATURE:	/Janet Marvel/
DATE SIGNED:	11/04/2021

Total Attachments: 3

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JPMORGAN CHASE BANK, N.A.
10 South Dearborn
Floor L2S
Chicago, IL 60603-2003

June 28, 2021

Medline Industries, Inc.
Three Lakes Drive
Northfield, IL 60093
Attention: Alex Liberman, General Counsel
Email: Aliberman@medline.com

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of April 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Teleflex Incorporated, a Delaware corporation (the “Borrower”), the lenders and other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”). All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

Pursuant to that certain Asset Purchase Agreement, dated as of May 15, 2021 (the “Purchase Agreement”), by and between Medline Industries, Inc., an Illinois corporation (“Purchaser”), and the Borrower, as seller, which is attached hereto as Exhibit A, the Borrower will (i) sell the Purchased Assets (as defined in the Purchase Agreement (other than the NL Purchased Assets (as defined in the Purchase Agreement)) (the “Assets”) to the Purchaser on the Closing Date (as defined in the Purchase Agreement) (the “Sale”) and (ii) sell the NL Purchased Assets to the Purchaser on the NL Closing Date (as defined in the Purchase Agreement) (the assets specified in the clauses (i) and (ii) of this paragraph, collectively, the “Purchased Assets”). The Purchased Assets are currently owned by the Borrower or certain of its Subsidiaries, and certain of the Assets have been pledged to the Administrative Agent pursuant to the applicable Loan Documents.

Pursuant to (x) the terms of (i) the Credit Agreement, including, without limitation, Section 8.07 and Section 9.02(d) thereof, and (ii) the Security Agreement, including, without limitation, Section 8.14.3 thereof, and (y) in reliance on the Officer’s Certificate, dated as of the date hereof, which has heretofore been delivered to the Administrative Agent, the Administrative Agent hereby acknowledges and agrees that upon the consummation of the Sale, the security interests of the Administrative Agent under the Collateral Documents in the Assets shall be automatically and irrevocably released, without further action on the part of Administrative Agent or any other Person. Notwithstanding the foregoing or anything else contained in this letter to the contrary, the release hereunder by the Administrative Agent of such security interests in the Assets does not constitute a release by the Administrative Agent of (i) the Administrative Agent’s Liens on any Collateral other than the Assets, (ii) the Administrative Agent’s Liens on any consideration received by the Borrower or any of its Subsidiaries from or on behalf of the Purchaser in connection with the Sale or (iii) any Liens the Administrative Agent may have in any assets of the Borrower or any of its Subsidiaries that are not purchased by the Purchaser pursuant to the Sale.

The Administrative Agent authorizes the Borrower and its designee to file the UCC termination statements attached hereto as Exhibit B on the Closing Date. The Borrower shall be solely responsible for filing such UCC termination statements and shall bear all costs of such filings.

The Administrative Agent hereby further agrees that upon Closing, at your request or the request of the Purchaser, its assignees or any of their respective representatives, if any, and at the Borrower's cost and expense, at any time and from time to time, to promptly take all such actions as may be reasonably requested in order to evidence, confirm, reflect of public record or carry out the releases described in this letter.

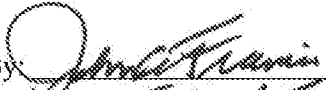
The Administrative Agent further agrees to deliver, at the Borrower's sole cost and expense, such other releases or termination statements and any possessory collateral that remains in the possession of the Administrative Agent (if any) as the Borrower or the Purchaser may reasonably request in connection with the Administrative Agent's above-described release and termination of the security interests and liens granted to the Administrative Agent for the benefit of the Secured Parties.

The foregoing shall be without recourse to or warranty by the Administrative Agent.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Very truly yours,

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: John A. Francis
Title: Managing Director

[Signature Page to Letter Agreement]