

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stellus Capital Investment Corporation		03/08/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Roscoe Medical, Inc.		
Street Address:	6753 Engle Road		
City:	Middleburg Heights		
State/Country:	OHIO		
Postal Code:	44130		
Entity Type:	Corporation: DELAWARE		
Name:	Roscoe Acquisition Sub, LLC		
Street Address:	6753 Engle Road		
City:	Middleburg Heights		
State/Country:	OHIO		
Postal Code:	44130		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Apex Medical Corporation		
Street Address:	6753 Engle Road		
City:	Middleburg Heights		
State/Country:	OHIO		
Postal Code:	44130		
Entity Type:	Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3768425	SAFE LOCK	
Registration Number:	3562214	SOFT GRIP	
Registration Number:	3547251	EXPLORER	
Registration Number:	3547252	UNI-CRUTCH	
Registration Number:	3547253	THERMATHERAPY	
Registration Number:	3596711	STEP N REST	
Registration Number:	3190345	DUAL-TEMP	

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Property Type	Number	Word Mark
Registration Number:	3084002	KIDDIE KOLD PAK
Registration Number:	3074922	KIDDIE KOLD PAK
Registration Number:	3349254	CAREX CARING FOR YOU
Registration Number:	3146200	CARING FOR YOU
Registration Number:	3121364	ULTRA BUBBLE-LOK
Registration Number:	2666240	CAREX
Registration Number:	2683055	PILL GRIP
Registration Number:	2326102	BEST CARE
Registration Number:	2396943	VITASYSTEMS
Registration Number:	2144591	APEX
Registration Number:	2073137	THERA-MED
Registration Number:	1936367	BED BUDDY
Registration Number:	1674129	CAREX
Registration Number:	4209032	THERMIPAQ
Registration Number:	4141955	THERMIPAQ
Registration Number:	3829610	CONTROL YOUR PAIN
Registration Number:	4023316	CLAYRX
Registration Number:	2989003	THERMIPAQ
Registration Number:	2794632	THERMIBEADS
Registration Number:	3170491	RISEDALE
Registration Number:	2606155	UPLIFT SEAT ASSIST
Serial Number:	86110658	ULTRATENS
Serial Number:	86041370	QUATTRO
Serial Number:	85926210	TENS CELL
Registration Number:	4376580	COMBOCARE
Registration Number:	4376581	SOUNDCARE PLUS
Registration Number:	4480041	QUATTRO II
Serial Number:	85815844	BE YOUR OWN BEAUTY EXPERT
Serial Number:	85805481	NUVITA
Registration Number:	4493248	ROSCOE MEDICAL
Serial Number:	85449837	BETTER LIVING.
Registration Number:	4160531	US 1000
Registration Number:	4354597	TENS 2 GO
Registration Number:	4134481	TENS 3000
Registration Number:	4134482	TENS 7000
Registration Number:	3905354	FUEGO
Registration Number:	3990681	SUB ZERO
Registration Number:	3917801	RELIEF WRAP

Property Type	Number	Word Mark
Registration Number:	3986391	ELECTRELIEF
Registration Number:	3982139	INTENSITY
Registration Number:	3500865	BANTEX
Registration Number:	3384840	AMERICAN BANTEX
Registration Number:	2959015	TWIN STIM
Registration Number:	3254752	VA VALUEADVANTAGE
Registration Number:	3972406	REVOLUTION MOBILITY FREEDOM IN MOTION
Registration Number:	3972407	REVOLUTION MOBILITY
Registration Number:	4387026	VIVERITY

CORRESPONDENCE DATA

Fax Number:

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: 1404215366413664
Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Anthony Fasolino
SIGNATURE:	/Anthony Fasolino/
DATE SIGNED:	03/14/2022

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 8, 2022 (“Release”), is made by Stellus Capital Investment Corporation, as Agent (“Agent”) Roscoe Medical, Inc., a Delaware corporation, Roscoe Acquisition Sub, LLC, a Delaware limited liability company, and Apex Medical Corporation, a South Dakota corporation (individually each a “Grantor” and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of March 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) by and among the Grantors, Agent, and others party thereto, and the Second Lien Trademark Security Agreement dated as of March 26, 2014 by and among the Grantors and Agent (“Trademark Security Agreement”), each Grantor granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in such Grantor’s entire right, title and interest in and to (i) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and, (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark (collectively, the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on May 22, 2014 at Reel 5285 Frame 0211.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Secured Parties, and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:

(a) terminates, cancels, discharges, and releases the lien on and security interest in each Grantor’s entire right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule I annexed hereto, granted pursuant to the Collateral Agreement or Collateral Agreement or Trademark Security Agreement; and

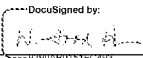
(b) authorizes the recordation of this Release with the USPTO at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Stellus Capital Investment Corporation, as Agent

By: 
Name: W. Todd Huskinson
Title: Authorized Signatory