## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BEMS Holdings, LLC		104/29/2011 I	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3738885	PORTO2VENT	
Serial Number:	78794261	VIBRAPAP	

# CORRESPONDENCE DATA

900190611

Fax Number: (404)443-5697

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-443-5742

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Correspondent Name: Lizzie Garner, Esq. Address Line 1: McGuireWoods LLP

Address Line 2: 1170 Peachtree Street, Suite 2100 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0029 (SARNOVA)	
NAME OF SUBMITTER:	Latosha E. Allen	
	TRADEMARK	

Ш REEL: 004531 FRAME: 0434

Signature:	/Latosha E. Allen/	
Date:	04/29/2011	
Total Attachments: 5 source=Sarnova - IP Release (BEMS)#page	e2.tif e3.tif e4.tif	

### RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT (this "Release") is made as of April 29, 2011 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in it is capacity as Administrative Agent for the Lenders ("Grantee"), in favor of BEMS HOLDINGS, LLC ("Grantor").

WHEREAS, Grantor is party to the Credit Agreement, dated as of April 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Sarnova HC, LLC and Tri-Anim Health Services, Inc. (together, the "Borrowers"), Sarnova, Inc., the other Loan Parties signatory thereto, the Lenders and the L/C Issuers from time to time party thereto and General Electric Capital Corporation, as Administrative Agent for the Lenders and the L/C Issuers. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement, dated as of April 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantee holds a Lien against the intellectual property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Patent and Trademark Security Agreement, dated as of April 6, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Collateral;

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 6, 2010 at Reel 024185, Frame 0891 and on April 7, 2010 at Reel 004180, Frame 0991; and

WHEREAS, at the request of Grantor and in furtherance of the transactions evidenced by that certain Asset Purchase Agreement, dated as of April 29, 2011, by and between Emergent Respiratory, LLC and Grantor, Grantee has consented to the release of the Lien on the Collateral listed on <u>Schedule 1</u> hereto (the "<u>Intellectual Property Collateral</u>"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

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

- 1. Grantee's Lien in the Intellectual Property Collateral granted pursuant to the Security Agreement is hereby terminated and released.
- 2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Intellectual Property Collateral.

Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor.

[Remainder of page intentionally blank; signatures follow.]

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

GENERAL ELECTRIC CAPITAL

**CORPORATION**, as Grantee

Name: Milan Patel

Title: Duly Authorized Signatory

BEMS HOLDINGS, LLC RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT SIGNATURE PAGE

# Schedule 1

# **Patent Registrations**

# **REGISTERED PATENTS**

Jurisdiction	Title	Reg. No.	Reg. Date
USA	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	7066175	6/27/06
USA	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	7,721,735	5/25/10

# PATENT APPLICATIONS

Jurisdiction	Title	Application No.	Filing Date
USA	Pressure Face Mask and Nasal Mask	10313526	12/5/02

Schedule 1 to Release of Security Interest in Trademark and Patent

# **Trademark Registrations**

# REGISTERED TRADEMARKS

Jurisdiction	Mark	Registration No.	Registration Date
USA	PORTO2VENT	3738885	01/19/2010

# TRADEMARK APPLICATIONS

Jurisdiction	Mark	Serial No.	Filing Date
USA	VIBRAPAP	78794261	1/18/06
	VIBIONI 70	70701201	1710/00

Schedule 1 to Release of Security Interest in Trademark and Patent

**RECORDED: 04/29/2011**