### 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
Wells Fargo Bank, National Association		110/07/2011	CORPORATION: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	Osteometer Meditech, Inc.	
Street Address:	12525 Chadron Avenue	
City:	Hawthorne	
State/Country:	CALIFORNIA	
Postal Code:	90250	
Entity Type:	CORPORATION: CALIFORNIA	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3631134	DEXACARE
Registration Number:	3631139	DEXAWARE
Registration Number:	3836732	0
Registration Number:	3836734	OSTEOMETER

### **CORRESPONDENCE DATA**

Fax Number: (404)572-5100 mrussell@kslaw.com Email:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: King & Spalding Address Line 1: 1180 Peachtree Street Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 18464.015007

NAME OF SUBMITTER: Mark Russell

REEL: 004641 FRAME: 0856

**TRADEMARK** 900204673

Signature:	/Mark Russell/
Date:	10/14/2011
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# TERMINATION AND RELEASE OF SECURITY INTEREST

THIS TERMINATION AND RELEASE OF SECURITY INTEREST, dated as of October 7, 2011 (this "Termination and Release"), is from WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for itself and the other lenders party to that certain Security Agreement (defined below) to OSTEOMETER MEDITECH, INC., a California corporation ("Specified Grantor").

### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of October 15, 2010 (as amended, modified, extended, restated, replaced or supplemented from time to time) by and among the Specified Grantor, the other obligors party thereto (together with the Specified Grantor, each an "Obligor" and collectively, the "Obligors") and the Administrative Agent for the benefit of the lenders referenced therein (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Specified Grantor to the Administrative Agent in all Patents, Patent Licenses, Trademarks and Trademark Licenses (as such terms are defined the Security Agreement);

WHEREAS, the Security Interest in Patents and Patent Licenses was recorded with the Assignment Division of the United States Patent and Trademark Office at Reel 025161, Frame 0013 on October 19, 2010;

WHEREAS, the Security Interest in Trademarks and Trademark Licenses was recorded with the Assignment Division of the United States Patent and Trademark Office at Reel 4299, Frame 0244 on October 19, 2010; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral (as defined herein).

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Specified Grantor secured by the Patents, Patent Licenses, Trademarks and/or Trademark Licenses pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

- 1. <u>Definitions</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. <u>Release of Security Interest</u>. The Administrative Agent hereby terminates, releases, and discharges its Security Interest in (i) the Patents and Patent Licenses listed in <u>Exhibit 1</u> attached hereto and (ii) the Trademarks and Trademark Licenses listed in <u>Exhibit 2</u> attached hereto ((i) and (ii) collectively the "<u>Released Collateral</u>"). Any and all right, title or interest of the Administrative Agent in the Released Collateral and all proceeds thereof,

including, without limitation, the goodwill of the business connected with the use of, and symbolized by, the Released Collateral and any and all causes of action which may exist by reason of infringement of the Released Collateral, shall hereby cease and become void. For the avoidance of doubt, nothing herein shall be construed as releasing or terminating any security interest in the Collateral granted to the Administrative Agent by any Obligor party to the Security Agreement (other than the Specified Grantor).

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest by its duly authorized officer as of the date first above written.

Wells Fargo Bank, National Association, as Administrative Agent

Name:

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# Exhibit 1

Patents:

# **Issued Patents**

Description	Patent No.	Issue Date
BONE DENSIOMETRY APPARATUS	6058157	5/2/00
METHODS AND APPARATUS FOR EVALUATION OF BONE CONDITION	6086538	7/11/00
DIAGNOSTIC IMAGING IN RELATION TO ARTHRITIC CONDITIONS	6405068	6/11/02

# Pending Application

Description	Application No	Filing Date
APPARATUS FOR BONE DENSITY ASSESSMENT AND MONITORING	12/463,325	5/8/2009
X-RAY APPARATUS FOR BONE DENSITY ASSESSMENT AND MONITORING	12/621,784	11/19/09

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# Exhibit 2

# Trademarks:

Mark	Registration	Registration
	No.	Date
DEXACARE	3631134	6/2/09
DEXAWARE	3631139	6/2/09
"O" & Design	3836732	8/24/10
Osteometer	3836734	8/24/10

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**RECORDED: 10/14/2011**