

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fidus Mezzanine Capital, L.P., as Collateral Agent		12/21/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Medsurant, LLC		
Street Address:	777 East Girard Ave.		
Internal Address:	Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80113		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3122133	SURGICAL CONCEPTS	
Registration Number:	3912836	MEDSURANT MONITORING	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868118		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	021363-30 JES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$65.00 3122133

Signature:	/John E. Slaughter/
Date:	12/31/2012
Total Attachments: 3 source=Termination TM's 0428#page1.tif source=Termination TM's 0428#page2.tif source=Termination TM's 0428#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 21, 2012 ("Release"), is made by Fidus Mezzanine Capital, L.P., as Collateral Agent ("Collateral Agent"), in favor of Medsurant, LLC, a Colorado limited liability company ("Pledgor").

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of April 12, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Pledgor and Collateral Agent and the Grant of Security Interest in Trademarks dated as of April 12, 2011 ("Trademark Grant") by and among the Pledgor and Collateral Agent, Pledgor granted to the Collateral Agent a security interest in all of Pledgor's right, title and interest in, to and under the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks ("Trademark Collateral"); and

WHEREAS, the Trademark Grant was recorded at the United States Patent and Trademark Office ("USPTO") on April 12, 2011 at Reel 4520 Frame 0428.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent and Pledgor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Grant.

SECTION 2. Termination and Release. Collateral Agent hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Grant, and any other agreement under which Pledgor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Pledgor's expense.

SECTION 3. Further Assurances. Collateral Agent, at Pledgor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Pledgor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.


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

Collateral Agent:

Fidus Mezzanine Capital, L.P., as Collateral Agent

By: Fidus Investment GP, LLC, its General Partner

By: Fidus Investment Advisors, LLC, its Manager

By: 
Name: Thomas C. Lauer
Title: Manager

Schedule A

**Medsurant, LLC
(Colorado Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Medsurant, LLC
In Favor of Fidus Mezzanine Capital, L.P., as Collateral Agent
Recorded April 12, 2011 at Reel 4520 Frame 0428**

Registered Marks

Mark	Reg. No.	Reg. Date
SURGICAL CONCEPTS	3122133	07/25/06
MEDSURANT MONITORING	3912836	02/01/11

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