

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
HSBC Bank USA, National Assocaition		06/29/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Ethoix International, Inc.
Also Known As:	Moog, Inc.
Street Address:	Jamison Road
City:	East Aurora
State/Country:	NEW YORK
Postal Code:	14052
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2290221	COMBIPORT
Registration Number:	1208059	EASY GLIDE
Registration Number:	1695734	ETHOX
Registration Number:	2091414	ETHOX
Registration Number:	2123310	ETHOX
Registration Number:	1651180	INFU-SURG
Registration Number:	1746992	LAP-KIT
Registration Number:	1707959	PEDI-VAC
Registration Number:	1555651	SURGI-CUF
Registration Number:	1059107	SURGI-KIT
Registration Number:	1758177	SURGI-PRESS
Registration Number:	1540058	SURGI-STUF
Registration Number:	1619710	TUM-E-VAC

TRADEMARK

OP \$340.00 2290221

CORRESPONDENCE DATA

Fax Number: 3362744650

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

Phone: 3362731600

Email: bandia@greensborolaw.com

Correspondent Name: Gilbert J. Andia, Jr.

Address Line 1: 101 W. Friendly Ave

Address Line 2: Suite 500

Address Line 4: Greensboro, NORTH CAROLINA 27401

ATTORNEY DOCKET NUMBER:	VENTLAB -- MOOG TM RELEAS
NAME OF SUBMITTER:	Gilbert J. Andia, Jr.
Signature:	/gilbertandiajr/
Date:	07/12/2013

Total Attachments: 9

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RELEASE OF SECURITY INTERESTS

As of June 29, 2013

WHEREAS, Moog Inc., a New York business corporation (“Company”) and HSBC Bank USA, National Association, as administrative agent (“Administrative Agent”) and the Lenders (as defined therein), a party thereto, (“Lenders”) are parties to a Fourth Amended and Restated Loan Agreement dated as of March 28, 2013 (as may be further amended, supplemented, extended, renewed, replaced, restated or otherwise modified from time to time, the “Agreement”). Capitalized terms used herein and not otherwise defined are used with their defined meanings from the Agreement.

WHEREAS, the Agreement amended and restated that certain Third Amended and Restated Loan Agreement dated as of March 18, 2011 (the “2011 Agreement”), and in connection with the 2011 Agreement, the original Guarantor parties thereto, including, without limitation, Ethox International, Inc. (“Ethox”) and X.O. Tec Corporation (“X.O. Tec”) executed and delivered to Administrative Agent (i) an Amended and Restated Continuing, Absolute and Unconditional Guaranty Agreement dated as of March 18, 2011, which was reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated as of March 28, 2013 (as further amended and supplemented through the date hereof, the “Guaranty Agreement”), and (ii) an Amended and Restated Guarantor General Security Agreement dated as of March 18, 2011, which was reaffirmed and amended pursuant to the Reaffirmation and Amendment of Guarantor General Security Agreement dated March 20, 2013 and reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated as of March 28, 2013 (as further amended and supplemented through the date hereof, the “General Security Agreement”).

WHEREAS, in connection with the 2011 Agreement, the original Debtors parties thereto, including without limitation, Ethox also executed and delivered to Administrative Agent (i) a Patent Security Agreement - Domestic Subsidiaries dated as of March 18, 2011, which was reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated March 20, 2013 and (ii) a Trademark Security Agreement - Domestic Subsidiaries dated as of March 18, 2011, which was reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated March 20, 2013 (as either agreement at (i) or (ii) above may be further amended and supplemented through the date hereof, collectively, the “IP Security Agreements”).

WHEREAS, Moog Ethox LLC, a New York limited liability company (“Moog Ethox”) was formed as a wholly owned subsidiary of X.O. Tec, and Moog Ethox and Ethox were subsequently merged with the survivor being Moog Ethox, and Moog Ethox was subsequently merged into X.O. Tec with the survivor being X.O. Tec.

WHEREAS, the Company, in accordance with Section 10.14 of the Agreement, has delivered its certificate to the Administrative Agent (the “Permitted Disposition Certificate”) certifying to the Administrative Agent and the Lenders that the Company has sold or disposed of certain assets formerly owned by Ethox pursuant to that certain [Asset Purchase Agreement among Moog Inc., X.O. Tec and Ethox Medical, LLC dated June 29, 2013] (the “Ethox Assets”), which is a Permitted Disposition under the Agreement, and has requested that the Administrative

Agent release its security interest in the Ethox Assets which are secured by the General Security Agreement and the IP Security Agreements.

WHEREAS, Section 10.14 of the Agreement authorizes the Administrative Agent to release any Liens granted to the Administrative Agent by any Guarantor on any Collateral constituting property being sold or disposed of upon receipt of a Permitted Disposition Certificate with respect thereto.

NOW, THEREFORE, in reliance on the Permitted Disposition Certificate, Administrative Agent does hereby release its security interests in the Ethox Assets under the General Security Agreement and the IP Security Agreements. The Administrative Agent hereby agrees to deliver to the Company any patent or trademark release notices and UCC partial releases necessary to reflect the foregoing release.

This release is made solely with respect to Ethox Assets as of the date hereof and does not include the Rochester operations assets previously owned by Ethox or the equity interests in MMC Sterilization Services Group, Inc. or Ethox (Beijing) Medical Devices Trading Inc., which assets continue to be held by the other Guarantors and encumbered by the General Security Agreement. This release is made with full reservation of the rights of the Administrative Agent and the Lenders against the Company and the other Guarantors and other Debtors under the Guaranty Agreement, the General Security Agreement, the IP Security Agreements and the documents executed in connection therewith.

[Signature Page Follows]

Doc #01-2673710.3

IN WITNESS WHEREOF, the Administrative Agent as caused this Release to be executed by its duly authorized officer, as of the date first set forth above.

**HSBC BANK USA, NATIONAL
ASSOCIATION, as Administrative Agent**

By: _____

Name:


ECLIFF JACKMAN

Title:

Assistant Vice President

[Signature Page to Release of Security Interests]

**TRADEMARK
REEL: 005075 FRAME: 0309**

TRADEMARK RELEASE

WHEREAS, pursuant to a certain Trademark Security Agreement - Domestic Subsidiaries made as of March 18, 2011 and reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated as of March 28, 2013 ("Security Agreement") by several debtors named therein, including Ethox International, Inc. ("Ethox"), and each a Subsidiary of the Moog Inc. (collectively, the "Debtors") in favor of HSBC Bank USA, National Association, as Administrative Agent for several lenders named therein ("Secured Party"), the Debtors granted a security interest to Secured Party in several trademarks and trademark applications owned by the Debtors, including the trademarks owned by Ethox and listed on Schedule A attached hereto ("Ethox Trademarks"), and a Notice of Security Interest in Trademarks dated March 18, 2011 was recorded with the United States Patent and Trademark Office ("USPTO") at reel 004502 and frame 0350 on March 22, 2011.

WHEREAS, Moog Inc. has notified Secured Party that pursuant to a Permitted Disposition under the Loan Agreement (as defined in the Security Agreement), certain assets of Ethox are being transferred and in accordance with its agreements with the Secured Party, has requested a release of collateral owned by Ethox from the Security Agreement.

NOW THEREFORE, Secured Party does hereby release any and all interests in the Ethox Trademarks. The foregoing limited release applies only to the Ethox Trademarks. Secured Party's security interest in the various other trademarks and trademark applications owned by the Debtors other than Ethox shall continue in all respects and is hereby ratified and confirmed in its entirety.

[Signature Page Follows]

Doc #01-2673712.2

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release to be duly executed by its respective officer thereunto duly authorized as of the 29th day of June, 2013.

**HSBC BANK USA, NATIONAL ASSOCIATION
as Administrative Agent**

By:  _____

Name: **CLIFF JACKMAN**

Title: **Assistant Vice President**

Schedule A

<u>Trademark or Service Mark</u>	<u>Filed</u>	<u>Registration No.</u>	<u>Issued</u>
COMBIPORT	09/28/1998	2,290,221	11/02/1999
EASY GLIDE	03/23/1981	1,208,059	09/14/1982
ETHOX	03/11/1991	1,695,734	06/23/1992
ETHOX	10/17/1996	2,091,414	08/26/1997
ETHOX	10/17/1996	2,123,310	12/23/1997
INFU-SURG	12/08/1989	1,651,180	07/16/1991
LAP-KIT	05/08/1992	1,746,992	01/19/1993
PEDI-VAC	10/15/1991	1,707,959	08/18/1992
SURGI-CUF	01/25/1989	1,555,651	09/12/1989
SURGI-KIT	12/10/1975	1,059,107	02/15/1977
SURGI-PRESS	07/27/1992	1,758,177	03/16/1993
SURGI-STUF	09/26/1988	1,540,058	05/23/1989
TUM-E-VAC	02/28/1990	1,619,710	10/30/1990

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "*Assignment*") dated as of June 29, 2013 is given by **X.O. TEC CORPORATION**, a Delaware corporation (the "*Seller*") to **VENTLAB HOLDINGS, LLC**, a Michigan limited liability company (the "*Buyer*"), pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, among Moog Inc., a New York corporation, the Seller and the Buyer (the "*Purchase Agreement*"). Each capitalized but undefined term used in this Assignment will have the meaning given to it in the Purchase Agreement.

For and upon the consideration provided in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, sets over and delivers unto the Buyer, its successors and assigns forever all of its right, title, interest and benefit in and to the registered trademarks referenced in Exhibit A (the "*Marks*"), together with the goodwill of the business connected with the use thereof.

Seller will, without additional consideration, take such further actions, and execute promptly such further documents, as are necessary to effect, record, and complete the Assignment herein, including any action or documents that may be necessary to protect, secure, and vest good and marketable title to the Marks in Buyer.

This Assignment is understood and agreed to be subject to all the terms and conditions set forth in the Purchase Agreement.

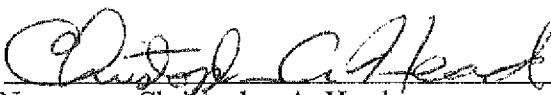
The interpretation and construction of this Assignment, and all matters relating hereto, will be governed by the laws of the State of New York applicable to agreements executed and to be performed solely within such State.

This Assignment may be executed by facsimile or other electronic transmission and the reproduction of signatures by facsimile or other electronic device will be treated as binding as if originals, and Seller agrees and undertakes to provide Buyer with a copy of the Assignment bearing original signatures forthwith upon demand by the Buyer.

[signature page follows]

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the date first written above.

X.O. TEC CORPORATION

By: 
Name: Christopher A. Head
Title: Secretary

SCHEDULE A

Moog Ref.	Mark	Country	Reg Date	Reg. No.	Status
MT-188	COMBIGUARD	China	06/21/2007	4374824	REGISTERED
MT-189	COMBIPOINT	US	11/02/1999	2,290,221	REGISTERED
MT-189	COMBIPOINT	China	06/21/2007	4374822	REGISTERED
MT-187	ETHOX	US	06/23/1992	1,695,734	REGISTERED
MT-187	ETHOX	US	08/26/1997	2,091,414	REGISTERED
MT-187	ETHOX	US	12/23/1997	2,123,310	REGISTERED
MT-187	ETHOX	China	06/21/2007	4374823	REGISTERED
MT-187	ETHOX	France	12/13/1990	1733660	REGISTERED
MT-187	ETHOX	Germany	11/13/1991	2006215	REGISTERED
MT-187	ETHOX	United Kingdom	07/22/1992	1449959	REGISTERED
MT-194	INFU-SURG	US	07/16/1991	1,651,180	REGISTERED
MT-194	INFU-SURG	China	06/21/2007	4374826	REGISTERED
MT-195	LAP-KIT	US	01/19/1993	1,746,992	REGISTERED
MT-190	SURGI-CUF	US	09/12/1989	1,555,651	REGISTERED
MT-190	SURGI-CUF	China	06/21/2007	4374825	REGISTERED
MT-191	SURGI-KIT	US	02/15/1977	1,059,107	REGISTERED
MT-192	SURGI-PRESS	US	03/16/1993	1,758,177	REGISTERED
MT-193	SURGI-STUF	US	05/23/1989	1,540,058	REGISTERED
MT-197	TUM-E-VAC	US	10/30/1990	1,619,710	REGISTERED