#### 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           |
|--|----------|----------------|-----------------------|
| Webster Business Credit<br>Corporation |          | 09/27/2013     | CORPORATION: NEW YORK |

#### **RECEIVING PARTY DATA**

| Name:           | Inovo, Inc.            |
|-----------------|------------------------|
| Street Address: | 2975 S. HORSESHOEDRIVE |
| City:           | Naples                 |
| State/Country:  | FLORIDA                |
| Postal Code:    | 34104                  |
| Entity Type:    | CORPORATION: FLORIDA   |

### PROPERTY NUMBERS Total: 8

| Property Type        | Number  | Word Mark    |
|----------------------|---------|--------------|
| Registration Number: | 3066353 | LOTUS        |
| Registration Number: | 3349081 | BONSAI       |
| Registration Number: | 1723543 | OXYMATIC     |
| Registration Number: | 1841758 | OXYLITE      |
| Registration Number: | 1416513 | OXYCOIL      |
| Registration Number: | 1321994 | CHAD         |
| Registration Number: | 1324305 | OXYMIZER     |
| Registration Number: | 2670200 | OXYPNEUMATIC |

#### **CORRESPONDENCE DATA**

**Fax Number**: 2123711084

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

via US Mail.

Phone: 212-508-6700

Email: tenenbaum@thsh.com

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| Correspondent Name:<br>Address Line 1:<br>Address Line 4:                     | Alan Tenenbaum<br>900 Third Avenue, 12th Floor<br>New York, NEW YORK 10022 |                |  |
|---|--|----------------|--|
| ATTORNEY DOCKET NUM   | MBER:  | 15219.0063     |  |
| NAME OF SUBMITTER:  |  | Alan Tenenbaum |  |
| Signature:  |  | /atenenbaum/   |  |
| Date:   |  | 09/30/2013     |  |
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## RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of September \_, 2013, is made to Inovo, Inc. (the "Company") by Webster Business Credit Corporation ("WBCC"), a New York corporation, individually, and as Agent for the Lenders (WBCC, in such capacity, "Agent") pursuant to that certain Third Amended and Restated Credit and Security Agreement, dated as of October 11, 2011, among the Company, as a Borrower thereunder, and other Borrowers party thereto, the Lenders and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement);

WHEREAS, on or about October 11, 2011, pursuant to the Credit Agreement, the Company executed a Trademark Security Agreement, as recorded in the United States Patent and Trademark Office on November 18, 2011, at Reel 004662 Frames 0853 through 0858 ("Trademark Security Agreement");

WHEREAS, pursuant to the Credit Agreement, the Company assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Agent all of its right, title and interest in and to, and granted to the Agent a security interest in, the property described therein, including without limitation, all of the Company's Trademarks (as defined in the Trademark Security Agreement), whether then existing or thereafter acquired or arising, or in which the Company had or thereafter acquired rights, and wherever located, and all products and proceeds of any of the foregoing, as security for all of the Obligations;

WHEREAS, as a condition precedent to the extension of financial accommodations pursuant to the Credit Agreement, and in furtherance of the Credit Agreement, including without limitation for purposes of perfecting the security interests granted therein, the Lenders required that the Company grant to the Agent a security interest in and a collateral assignment of the Property (as defined in the Trademark Security Agreement);

WHEREAS, under the Trademark Security Agreement, as security for the payment and performance of all of the Obligations, the Company granted and conveyed a security interest to the Agent in, and collaterally assigned to the Agent, all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark then or thereafter owned by the Company or in which the Company had or thereafter acquired rights, and wherever located, including without limitation, each Trademark referred to in Schedule I thereto, and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I thereto; and

WHEREAS, under the Trademark Security Agreement, the Company further agreed that if at any time before the termination of the Trademark Security Agreement, the Company obtained or acquired rights to any new Trademark (including any Trademark application), the provisions of Section 2 of the Trademark Security Agreement shall automatically apply thereto

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and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark, and the Company authorized the Agent to modify the Trademark Security Agreement by amending Schedule 1 thereto to include such Trademarks (and Trademark applications);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, WBCC, individually, and as Agent for the Lenders pursuant to the Credit Agreement, hereby terminates, releases and fully discharges: (a) any and all rights granted to it by the Company under the Trademark Security Agreement including, without limitation, any security interest in or to the Company's Trademarks, Trademark applications, Property (each as defined therein) and Collateral, including, without limitation, the trademarks, trademark registrations, and applications for the registration of trademarks, identified in Schedule A attached hereto; and (b) any and all other rights and security granted to it by the Company in the Trademarks, Trademark applications, Property and Collateral.

WBCC, individually, and as Agent for the Lenders pursuant to the Credit Agreement, further agrees that it shall cooperate with reasonable requests made by the Company, and shall execute and deliver to the Company any and all deeds, assignments and other instruments that may be reasonably necessary or proper to evidence or effectuate this Release.

Dated September 27, 2013

Webster Business Credit Corporation, individually and as Agent

Name: Soci

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# Schedule A

| 76/552,999 | 3,066,353  |
|------------|--|
|            |  |
| 76/669,051 | 3,349,081  |
| 74/202,021 | 1,723,543  |
| 74/430,262 | 1,841,758  |
| 73/594,219 | 1,416,513  |
| 73/460,708 | 1,321,994  |
| 73/445,657 | 1,324,305  |
| 76/316,606 | 2,670,200  |
|            | 74/430,262<br>73/594,219<br>73/460,708<br>73/445,657 |

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**RECORDED: 09/30/2013** 

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