

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
GCI Capital Markets LLC, as Administrative Agent		12/19/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Tecomet Inc.
Street Address:	115 Eames Street
City:	Wilmington
State/Country:	MASSACHUSETTS
Postal Code:	01887
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4124618	BEERE MEDICAL
Registration Number:	2963773	BEERE PRECISION MEDICAL INSTRUMENTS
Registration Number:	2637275	CONTOUR ORTHO-GRIP
Registration Number:	2601904	QUICKLOCK
Registration Number:	1989166	ORTHO GRIP
Registration Number:	2947542	TRU-CONTROL
Registration Number:	3951161	SMD SPECIALIZED MEDICAL DEVICES
Registration Number:	3925876	SMD
Registration Number:	3807486	CENTAUR
Serial Number:	85131839	SMD SPECIALIZED MEDICAL DEVICES
Serial Number:	85131836	SMD

CORRESPONDENCE DATA

Fax Number: 2123553333

OP \$290.00 4124618

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

Phone: 2124597136
Email: tbennett@goodwinprocter.com
Correspondent Name: Tracey D. Bennett
Address Line 1: c/o Goodwin Procter LLP
Address Line 2: 620 8th Ave.
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	124557.224777
NAME OF SUBMITTER:	Tracey D Bennett
Signature:	/s/Tracey D Bennett
Date:	12/19/2013

Total Attachments: 5
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 19th day of December, 2013 (the “Release Date”) for the benefit of Tecomet Inc., a Massachusetts corporation (the “Grantor”) by GCI Capital Markets LLC, a Delaware limited liability company, as administrative agent (in such capacity, the “Secured Party”), for the benefit of itself and the other Secured Parties (as defined in the Credit Agreement (as hereinafter defined)).

WHEREAS, Grantor entered into that certain Credit Agreement dated as of December 16, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) with Secured Party, the other Loan Parties signatory thereto, and the Lenders party thereto;

WHEREAS, to secure payment and performance in full of the Obligations, Grantor entered into that certain Trademark Security Agreement, dated as of August 16, 2012 (as at any time prior to the date hereof amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”), pursuant to which Grantor granted to the Secured Party, for the benefit of itself and the other Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in and to the following: (i) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications identified in Exhibit A attached hereto and made a part hereof, (ii) each Trademark license identified in Exhibit B attached hereto and made a part hereof, (iii) all goodwill of the business associated with the use of, and symbolized by, each such Trademark, and (iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in Exhibit A attached hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Exhibit A attached hereto and the Trademarks licensed under any Trademark license identified in Exhibit B attached hereto; in each case, whether in existence as of the date of the Trademark Security Agreement or thereafter created or acquired (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office (“USPTO”) on August 20, 2013 and such filing was recorded in the USPTO at Reel 4844/Frame 0269; and

WHEREAS, Grantor has paid all outstanding amounts currently owing under the Credit Agreement and the security agreements and other financing documents executed in connection therewith and has requested that the Secured Party terminate, release and discharge, on behalf of itself and the other Secured Parties, its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in and to the Trademark Collateral granted under the Trademark Security Agreement, the Credit Agreement or any other security agreement or financing document executed in connection with the Credit Agreement. All rights and interests of the Grantor and the other Secured Parties in and to the Trademark Collateral hereby revert to the Grantor.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further actions reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effectuate, record or evidence Secured Party's release of security interest in the Trademark Collateral as set forth above and/or to effectuate the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

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

Secured Party:

GCI CAPITAL MARKETS LLC,
as Administrative Agent
By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

Trademark Release (4844.0269)

TRADEMARK
REEL: 005178 FRAME: 0325

Exhibit A

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
BEERE MEDICAL	4124618	4/10/12
BEERE PRECISION MEDICAL INSTRUMENTS	2963773	6/28/05
CONTOUR ORTHO-GRIP	2637275	10/15/02
QUICKLOCK	2601904	7/30/02
ORTHO GRIP	1989166	7/23/96
TRU-CONTROL	2947542	5/10/05
SMD SPECIALIZED MEDICAL DEVICES	3951161	4/26/11
SMD	3925876	3/1/11
CENTAUR	3807486	6/22/10

Foreign Trademark Registrations

Mark	Reg. No.	Date
SMD SPECIALIZED MEDICAL DEVICES	6534325	10/3/08
SMD	6540116	11/14/08

U.S. Trademark Applications

Mark	App. No.	Filing Date
SMD SPECIALIZED MEDICAL DEVICES	85131839	9/17/10
SMD	85131836	9/17/10

Foreign Trademark Applications

None.

Exhibit B

Trademark Licenses

Name of Agreement	Parties	Date of Agreement
Trademark License Agreement by and between Teleflex Medical Incorporated and Tecomet, Inc.	Teleflex Medical Incorporated and Tecomet, Inc.	August 16, 2012