

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamond Creek Capital, LLC		03/21/2014	COMPANY:
RECEIVING PARTY DATA			
Name:	Patient Safety Technologies, Inc.		
Street Address:	15440 LAGUNA CANYON ROAD		
Internal Address:	SUITE 150		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	COMPANY: UNITED STATES		
Name:	SurgiCount Medical, Inc.		
Street Address:	15440 LAGUNA CANYON ROAD		
Internal Address:	SUITE 150		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3703649		
Registration Number:	3450969	SAFETY-SPONGE	
Registration Number:	3703648	SURGICOUNT	
Serial Number:	85848230	SAFE-T LAP	
CORRESPONDENCE DATA			
Fax Number:	2027786493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026626493		
Email:	ismith@cov.com		
Correspondent Name:	Covington & Burling LLP		
Address Line 1:	1201 Pennsylvania Avenue, N.W.		
TRADEMARK			

CH \$115.00 3703649

Address Line 2: ATTN: Patent Docketing
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2401

NAME OF SUBMITTER: Isatta B. Smith

SIGNATURE: /Isatta B. Smith/

DATE SIGNED: 03/24/2014

Total Attachments: 5

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Termination and Release") is made and effective as of March 24, 2014 and granted by Diamond Creek Capital, LLC (the "Lender"), a Delaware limited liability company, located at 26 Orange Blossom Circle, #10, Ladera Ranch, CA 92694, in favor of Patient Safety Technologies, Inc. ("Patient Safety"), a Delaware corporation, and SurgiCount Medical, Inc., a California corporation ("SurgiCount", and together with Patient Safety, the "Grantor").

WHEREAS, the Grantor entered into a Loan Agreement, dated as of November 18, 2013, with the Lender (the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor entered into an Intellectual Property Security Agreement, dated as of November 18, 2013, with the Lender (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, to secure the payment and performance of Grantor's obligations under the Loan Agreement, Grantor granted Collateral Agent, a security interest in all of Grantor's right, title and interest in Grantor's intellectual property, including without limitation, (i) all of Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of Grantor's right, title and interest in and to the United States patents and patent applications, including provisional patent applications, (the "Patents") set forth on Schedule B attached hereto, as well as (iii) all proceeds thereof (such as by way of example but not by way of limitation, license royalties and proceeds of infringement suits) (collectively, the "IP Collateral"), which security interests were recorded with the United States Patent and Trademark Office against the Marks, on November 26, 2013, at Reel 5159/Frame 0880 and against the Patents on December 5, 2013, at Reel 031713/Frame 0054.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacies of which the parties hereby acknowledge, the Lender, agrees as follows:

1. Lender hereby unconditionally, irrevocably and absolutely terminates, releases, extinguishes and forever discharges all security interests Lender holds in, to and under the IP Collateral and hereby re-assigns all rights, title and interest it may hold in, to and under the IP Collateral to Grantor. Lender, on behalf of itself, its successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the IP Collateral, and all other right, title, and interest in and to the IP Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the IP Collateral.


2. By this instrument, the Lender, authorizes and requests the appropriate government officials of the United States Patent and Trademark Office, whose duty it is to record security interests, to record this release and termination of security interest against each of the Marks and each of the Patents.

3. The Lender hereby covenants and agrees to execute and deliver such further and other releases, instruments, agreements and writings and do and perform, and cause to be done and performed, such further acts and things as may be necessary to give full effect to this Termination and Release. Lender agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or their respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the IP Collateral.

[signature on next page]

IN WITNESS WHEREOF, the Lender, by its duly authorized officer, has executed this Termination and Release as of March 21st 2014.

DIAMOND CREEK CAPITAL LLC

By: 
Name: John Devenny II
Title: MANAGING DIRECTOR

[Signature Page to Termination and Release of Security Interest in Intellectual Property]

SCHEDULE A
Trademarks

Mark	Country	Application Number	Filing Date	Registration Number	Date Registered	Owner
SAFETY-SPONGE	Canada	1293904	28-Aug-2013	TMA858727	28-Aug-2013	<i>Patient Safety Technologies, Inc.</i>
SAFE-T LAP	Canada	1635561	17-Jul-2013			<i>Patient Safety Technologies, Inc.</i>
SURGICOUNT	Canada	1293958	16-Mar-2006			<i>Patient Safety Technologies, Inc.</i>
DESIGN (CHECKERBOARD)	European Community	4996211	17-Mar-2006	4996211	11-Apr-2007	<i>Patient Safety Technologies, Inc.</i>
SAFETY-SPONGE	European Community	4991006	16-Mar-2006	4991006	11-Apr-2007	<i>Patient Safety Technologies, Inc.</i>
SURGICOUNT	European Community	4993838	17-Mar-2006	4993838	11-Apr-2007	<i>Patient Safety Technologies, Inc.</i>
SAFE-T LAP	European Community	011994531	18-Jul-2013			<i>Patient Safety Technologies, Inc.</i>
YOU CAN COUNT ON US	European Community	4990974	16-Mar-2006	4990974	11-Apr-2007	<i>Patient Safety Technologies, Inc.</i>
DESIGN (CHECKERBOARD)	Japan	2006024923	20-Mar-2006	4999504	27-Oct-2006	<i>Patient Safety Technologies, Inc.</i>
SURGICOUNT	Japan	2006024922	20-Mar-2006	4999503	27-Oct-2006	<i>Patient Safety Technologies, Inc.</i>
SAFE-T LAP	Japan	2013055916	18-Jul-2013			<i>Patient Safety Technologies, Inc.</i>
DESIGN (CHECKERBOARD)	United States of America	78871552	27-Apr-2006	3703649	27-Oct-2009	<i>Patient Safety Technologies, Inc.</i>
SAFETY-SPONGE	United States of America	78729945	10-Oct-2005	3450969	17-Jun-2008	<i>Patient Safety Technologies, Inc.</i>
SURGICOUNT	United States of America	78871542	27-Apr-2006	3703648	27-Oct-2009	<i>Patient Safety Technologies, Inc.</i>
SAFE-T LAP	United States of America	85848230	12-Feb-2013			<i>Patient Safety Technologies, Inc.</i>

SCHEDULE B

Patent Rights

Owner	Title	Country	Application Number	Filing Date	Patent Number	Date Issued
Patient Safety Technologies, Inc.	IDENTIFICATION AND ACCOUNTABILITY SYSTEM FOR SURGICAL SPONGES	European Patent Convention	97939732.0	03-Sep-1997	1032911	23-Jun-2004
Patient Safety Technologies, Inc.	IDENTIFICATION AND ACCOUNTABILITY SYSTEM FOR SURGICAL SPONGES	France	97939732.0	03-Sep-1997	1032911	23-Jun-2004
Patient Safety Technologies, Inc.	IDENTIFICATION AND ACCOUNTABILITY SYSTEM FOR SURGICAL SPONGES	Germany	97939732	03-Sep-1997	697939732.0	23-Jun-2004
Patient Safety Technologies, Inc.	IDENTIFICATION AND ACCOUNTABILITY SYSTEM FOR SURGICAL SPONGES	United Kingdom	97939732	03-Sep-1997	1032911	23-Jun-2004
Patient Safety Technologies, Inc.	IDENTIFICATION AND ACCOUNTABILITY SYSTEM FOR SURGICAL SPONGES	United States of America	08/921,430	29-Aug-1997	5,931,824	03-Aug-1999
Patient Safety Technologies, Inc.	IDENTIFICATION AND ACCOUNTABILITY SYSTEM FOR SURGICAL SPONGES	United States of America	90/007,051	21-May-2004	5,931,824C1	22-Jul-2008
Patient Safety Technologies, Inc.	IMPROVED METHODS AND SYSTEMS FOR TRACKING SURGICAL ARTICLES	United States of America	11/347,490	3-Feb-2006	7,795,491	14-Sep-2010
Patient Safety Technologies, Inc.	IMPROVED METHODS AND SYSTEMS FOR TRACKING SURGICAL ARTICLES	United States of America	12/237,161	24-Sep-2008	7,703,674	27-Apr-2010
Patient Safety Technologies, Inc.	IMPROVED METHODS AND SYSTEMS FOR TRACKING SURGICAL ARTICLES	European Patent Convention	06816833.5	11-Oct-2006		
Patient Safety Technologies, Inc.	IMPROVED METHODS AND SYSTEMS FOR TRACKING SURGICAL ARTICLES	European Patent Convention	11181311.9	11-Oct-2006		
Patient Safety Technologies, Inc.	IMPROVED METHODS AND SYSTEMS FOR TRACKING SURGICAL ARTICLES	Japan	2008-535698	11-Oct-2006	5139308	22-Dec-2012
Patient Safety Technologies, Inc.	IMPROVED METHODS AND SYSTEMS FOR TRACKING SURGICAL ARTICLES	Patent Cooperation Treaty	US2006/040011	11-Oct-2006		
Patient Safety Technologies, Inc.	SURGICAL SPONGE HAVING RADIOPAQUE ELEMENT AND METHOD OF MANUFACTURE	Patent Cooperation Treaty	PCT/US2013/034181	27-Mar-2013		
Patient Safety Technologies, Inc.	SURGICAL SPONGE HAVING RADIOPAQUE ELEMENT AND METHOD OF MANUFACTURE	United States of America	13/779,467	27-Feb-2013		

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RECORDED: 03/24/2014

REEL: 005242 FRAME: 0812