

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM309321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Second Lien)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		07/01/2014	bank: CANADA
RECEIVING PARTY DATA			
Name:	Diversified Clinical Services, Inc.		
Street Address:	P.O. Box 551187		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32255		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4266527	INTEGRATED WOUND SPECIALISTS AN AFFILIAT	
Registration Number:	4228019	INTEGRATED WOUND SPECIALISTS	
Registration Number:	3490844	DIVERSIFIED CLINICAL SERVICES	
Registration Number:	4057019	WOUND CARE MATTERS	
Registration Number:	3483569	DIVERSIFIED CLINICAL SERVICES HEALING WO	
Registration Number:	3661389	I-HEAL	
Registration Number:	4193178	WOUNDSTAR	
Registration Number:	4178151	WOUNDSTAR	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Max Shaul, Esq.		
Address Line 1:	919 Third Avneue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	15555-1460		

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NAME OF SUBMITTER:	Max Shaul
SIGNATURE:	/Max Shaul/
DATE SIGNED:	07/01/2014
Total Attachments: 7 source=Healogics_ TMs_Second Lien Release_executed#page1.tif source=Healogics_ TMs_Second Lien Release_executed#page2.tif source=Healogics_ TMs_Second Lien Release_executed#page3.tif source=Healogics_ TMs_Second Lien Release_executed#page4.tif source=Healogics_ TMs_Second Lien Release_executed#page5.tif source=Healogics_ TMs_Second Lien Release_executed#page6.tif source=Healogics_ TMs_Second Lien Release_executed#page7.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of July 1, 2014 by Royal Bank of Canada, in its capacity as administrative agent and collateral agent for the Lenders (together with any successors and permitted assigns thereto in such capacity, the "Collateral Agent"), in favor of the grantors listed on Schedule A hereto (collectively, the "Grantors").

WHEREAS, Healogics, Inc., Healogics Intermediate, LLC, the Collateral Agent, and the other parties party thereto have entered into the Second Lien Credit Agreement, dated as of February 5, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantors and the Collateral Agent entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of February 5, 2013 (the "Collateral Agreement"), pursuant to which the Grantors executed and delivered to the Collateral Agent certain Grants of Security Interest in Trademarks, each dated as of February 5, 2013 (collectively, the "Trademark Security Agreements"), for recordation with the United States Patent and Trademark Office. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office on February 12, 2013 in the following reels and frames:

Reel 4960, Frame 0865;
Reel 4960, Frame 0838;
Reel 4960, Frame 0873; and
Reel 4960, Frame 0891;

WHEREAS, a Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 26, 2013 in Reel 4970, Frame 0639;

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the Collateral Agreement and the respective Trademark Security Agreements, the Grantors granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantors' right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term "Trademark Collateral," as used herein, shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other

country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule I hereto; (ii) the right to obtain all renewals thereof; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations with respect to any of the foregoing; and (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the foregoing (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof).

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantors any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

ROYAL BANK OF CANADA

By: 

Name:

Ann Hurley

Title:

Manager, Agency

SCHEDULE A


Grantors

Healogics, Inc.
Diversified Clinical Services, Inc.
CHS Services, Inc.
Sechrist Industries, Inc.
Medical Multiplex, Inc.

SCHEDULE I

TRADEMARKS, TRADEMARK LICENSES AND TRADEMARK APPLICATIONS

GRANTOR: HEALOGICS, INC.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
NATIONAL HEALING	3,597,892	March 31, 2009	U.S.
	2,932,570	March 15, 2005	U.S.
NATIONAL HEALING INSTITUTE	3,214,350	February 27, 2007	U.S.
WOUND HEALING PERSPECTIVES	2,915,885	January 1, 2005	U.S.
WOUNDPATH	2,913,806	December 21, 2004	U.S.
WOUNDTELLIGENT	4,123,009	4/3/2012	U.S.
Healogics	85/620,374	5/9/12	U.S.
Healogics	85/620,365	5/9/12	U.S.
Healogics	85/620,345	5/9/12	U.S.
Healogics	85/620,335	5/9/12	U.S.
Healogics	85/620,329	5/9/12	U.S.
Healogics	85/620,311	5/9/12	U.S.
Healogics The Power to Heal (stylized)	85/652,002	6/14/12	U.S.
Healogics The Power to Heal (stylized)	85/651,991	6/14/12	U.S.
Healogics The Power to Heal (stylized)	85/651,949	6/14/12	U.S.
Healogics, The Power to Heal (Stylized)	85/651,940	6/14/12	U.S.
Healogics, The Power to Heal (Stylized)	85/651,920	6/14/12	U.S.
Healogics, The Power to Heal (Stylized)	85/651,788	6/14/12	U.S.
Woundscience	85/622,707	5/11/12	U.S.
Woundscience	85/622,699	5/11/12	U.S.
Woundscience	85/622,681	5/11/12	U.S.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
Woundscience	85/622,670	5/11/12	U.S.
Woundscience	85/622,658	5/11/12	U.S.
Woundscience	85/622,635	5/11/12	U.S.
Healsource	85/583,609	3/29/2012	U.S.

GRANTOR: DIVERSIFIED CLINICAL SERVICES, INC.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
INTEGRATED WOUND SPECIALISTS AN AFFILIATE OF DIVERSIFIED CLINICAL SERVICES INC. (& Design)	4,266,527	January 1, 2013	U.S.
INTEGRATED WOUND SPECIALISTS	4,228,019	August 24, 2012	U.S.
DIVERSIFIED CLINICAL SERVICES	3,490,844	June 9, 2008	U.S.
WOUND CARE MATTERS	4,057,019	November 15, 2011	U.S.
DIVERSIFIED CLINICAL SERVICES HEALING WOUNDS. CHANGING LIVES. (& Design)	3,483,569	May 27, 2008	U.S.
I-HEAL	3,661,389	December 18, 2007	U.S.
WOUNDSTAR	4,193,178	August 21, 2012	U.S.
WOUNDSTAR	4,178,151	July 24, 2012	U.S.

GRANTOR: CHS SERVICES, INC.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
FOOTSENSE	2,122,321	December 16, 1997	U.S.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
WOUND CARE CENTER	2,009,399	October 22, 1996	U.S.

GRANTOR: SECHRIST INDUSTRIES, INC.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
MILLENIUM	2,369,341	July 18, 2000	U.S.
SECHRIST (and Design)	1,539,202	May 16, 1989	U.S.
H.E.R.O.	4,231,025	October 23, 2012	U.S.
H.E.R.O. – Hyperbaric Electronic Records Organizer	4,231,036	October 23, 2012	U.S.
SECHRIST (and Design)	830376526	July 10, 2009	Brazil

GRANTOR: MEDICAL MULTIPLEX, INC.

Mark	Registration/Application Number	Registration/Application Date	Jurisdiction
BAMBOO SERVICE MARK	3,738,189	January 12, 2010	U.S.
*Bamboo	937,542	December 12, 2002	Australia
**Woundnet	5,852,481	December 21, 2009	China
*Woundpath	922,974	August 12, 2002	Australia
*Woundpath	4,686,950	June 27, 2003	Japan
*Woundpath	2,803,161	September 08, 2002	European Union

* Registered owner is Smith & Nephew Inc.

** Registered owner is T J Smith & Nephew Ltd.