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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM313203

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Administrative Agent		08/06/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NeuroTherm, Inc.	
Street Address:	30 Upton Drive, Suite 2	
City:	Wilmington	
State/Country:	MASSACHUSETTS	
Postal Code:	01887	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2884737	CLEAR-VIEW
Registration Number:	3592229	CONTOUR
Registration Number:	3138190	CORE-ASSURE
Registration Number:	3166106	EZFLOW
Registration Number:	2621627	PARALLAX
Registration Number:	2795314	SECOUR
Registration Number:	2492472	TRACERS

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-41
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/

TRADEMARK REEL: 005338 FRAME: 0531

DATE SIGNED:	08/06/2014	
Total Attachments: 3		
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TRADEMARK REEL: 005338 FRAME: 0532

TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment is made as of August 6, 2014, by Madison Capital Funding LLC, as administrative agent ("Grantee").

WITNESSETH:

WHEREAS, Grantee and NeuroTherm, Inc., a Delaware corporation ("Grantor"), are parties to that certain Trademark Security Agreement dated as of July 6, 2011 (the "Agreement"; capitalized terms which are not defined herein have the meaning given to such terms in the Agreement), pursuant to which Grantor granted a security interest to Grantee in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor and its affiliates to Grantee;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 12, 2011 at Reel 004580 Frame 0479;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Grantee hereby releases its security interest in and lien on all of Grantor's right, title and interest in the following (collectively, the "<u>Trademark Collateral</u>"):
 - (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 005338 FRAME: 0533 IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC, as Agent

Title: CHIEF CREDIT OFFICEK

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction	
CLEAR-VIEW	2,884,737	9/14/2004	USPTO	
CONTOUR	3,592,229	3/17/2009	USPTO	
CORE-ASSURE	3,138,190	9/5/2006	USPTO	
EZFLOW	3,166,106	10/31/2006	USPTO	
PARALLAX	2,621,627	9/17/2002	USPTO	
SECOUR	2,795,314	12/16/2003	USPTO	
TRACERS	2,492,472	9/25/2001	USPTO	

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			

A - 1

RECORDED: 08/06/2014