

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/18/2014	National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	REABLE THERAPEUTICS HOLDINGS LLC
<b>Street Address:</b>	1430 Decision Street
<b>City:</b>	Vista
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92081
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE
<b>Name:</b>	REABLE THERAPEUTICS FINANCE LLC
<b>Street Address:</b>	1430 Decision Street
<b>City:</b>	Vista
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92081
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Serial Number:</b>	77235740	XCEED
<b>Serial Number:</b>	77235738	ORBIS
<b>Serial Number:</b>	77235737	RENEW
<b>Serial Number:</b>	77208430	EMPICARE

## CORRESPONDENCE DATA

Fax Number: 2124552502

*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: (212) 455-7803

Email: ksolomon@stblaw.com

Correspondent Name: Jodie Sopher Pimentel, Esq.

Address Line 1: Simpson Thacher &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	027135/0012
<b>NAME OF SUBMITTER:</b>	Jodie Sopher Pimentel
<b>SIGNATURE:</b>	/jsp/
<b>DATE SIGNED:</b>	08/27/2014
<b>Total Attachments: 4</b> source=REABLE Trademark Release (003614-0108)#page1.tif source=REABLE Trademark Release (003614-0108)#page2.tif source=REABLE Trademark Release (003614-0108)#page3.tif source=REABLE Trademark Release (003614-0108)#page4.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 18, 2014, from BANK OF AMERICA, N.A., as Collateral Agent (the "Agent") for certain banks and other financial institutions (the "Lenders") to REABLE THERAPEUTICS HOLDINGS LLC, a Delaware limited liability company, and REABLE THERAPEUTICS FINANCE LLC, a Delaware limited liability company, each of which is located at 1430 Decision Street, Vista, CA 92081 (collectively, the "Borrower").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 3, 2006 (the "Credit Agreement") entered into by the Borrower and Agent and the other parties thereto, the Lenders severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered an Intellectual Property Security Agreement dated as of November 3, 2006 as amended in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "IP Security Agreement");

WHEREAS, pursuant to the Intellectual Property Security Agreement Schedule Supplement between Borrower and the Agent dated August 29, 2007, the Grantors pledged and granted to the Agent for the benefit of the Agent and Lenders a continuing security interest in all Intellectual Property, including the Trademarks (which include, without limitation, those items listed on Schedule A hereto).

WHEREAS, the security interest in Trademarks was recorded in the United States Patent and Trademark Office on August 31, 2007 at Reel/Frame 003614/0108;

WHEREAS, the Borrower has satisfactorily performed all of its outstanding Obligations and the Agent now desires to terminate and release the entirety of its security interests in the Intellectual Property, including the Trademarks to the Borrower.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Obligations secured by the Intellectual Property, the receipt and adequacy of which are hereby acknowledged, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed in Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Credit Agreement and the Intellectual Property Security Agreement.

2. Termination and Release. The Agent, on behalf of itself and the Lenders hereby releases to the Borrower the entirety of their security interests in, to and under the Intellectual

Property, including the Trademark Collateral granted pursuant to the Credit Agreement and Intellectual Property Security Agreement.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,

By: David H. Strickert

Name: David H. Strickert

Title: Managing Director

Schedule A

## Trademarks

Trademark	Registration/Application No.
XCEED	77235740
ORBIS	77235738
RENEW	77235737
EMPICARE (AND DESIGN)	77208430