

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316713

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Garrison Loan Agency Services LLC as Administrative Assistant		09/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ellman International, Inc.
Street Address:	3333 Royal Avenue
City:	Oceanside
State/Country:	NEW YORK
Postal Code:	11572
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4091644	ACUSECT
Serial Number:	85793365	CHEVEUX
Registration Number:	1235583	CITRIC-ETCH
Registration Number:	1035621	CYANO-VENEER
Registration Number:	2904142	ELLMAN
Registration Number:	4241001	ELLUMINÉ
Registration Number:	4057099	GLIDESAFE
Registration Number:	2533945	HEMOSCALPEL
Registration Number:	1010912	HYPO-CAL
Registration Number:	3998653	PELLEVÉ
Registration Number:	3427364	RADIAGE
Registration Number:	2432608	RADIOLASE
Registration Number:	3044129	RADIOSURGERY
Registration Number:	2020136	RADIOTOMY TIP
Registration Number:	3524555	RF COOL GEL
Registration Number:	3524556	RF DOME
Registration Number:	3464658	RODIN
Registration Number:	1249753	SQUEEZ-ETT
Registration Number:	3093742	SURG-E

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3537498	SURG-E-CARE
Registration Number:	3037439	SURGITRON
Registration Number:	4413556	TRI-LASE

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Laura M. Franco c/o Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 011398.00018

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco/

DATE SIGNED: 09/11/2014

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), is made and effective as of September 5, 2014 and granted by GARRISON LOAN AGENCY SERVICES LLC, a Delaware limited liability company ("Grantee"), as Administrative Agent for the Lenders party to the Credit Agreement (defined below), in favor of ELLMAN INTERNATIONAL, INC., a New York corporation ("Grantor"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement (defined below).

WITNESSETH:

WHEREAS, Grantor and certain of its affiliates, CIT Healthcare LLC (as Administrative Agent and predecessor in interest to Grantee, "Initial Agent") and certain other financial institutions have entered into that certain Credit and Guaranty Agreement dated as of February 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the other Loan Parties by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor, certain of its affiliates and Initial Agent have entered into that certain Security and Pledge Agreement dated as of February 8, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Initial Agent, for the benefit of the Lenders, a security interest in, among other things, the Released Collateral (defined below) to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

WHEREAS, to further secure the obligations under the Credit Agreement and Security Agreement, Grantor entered into that certain Notice and Reaffirmation of Grant of Security Interest in Trademarks in favor of Initial Agent dated as of February 8, 2008 (the "Trademark Agreement");

WHEREAS, pursuant to that certain Resignation and Appointment of Successor Administrative Agent Agreement dated as of July 10, 2012, Initial Agent resigned as Administrative Agent under the Credit Agreement and other Loan Documents and Husky Finance Holdings, LLC ("Second Agent") was appointed as successor Administrative Agent thereunder (the "First Resignation and Appointment");

WHEREAS, in order to account for the First Resignation and Appointment, Grantor, Initial Agent and Second Agent executed that certain Amendment to Notice and Reaffirmation of Grant of Security Interest in Trademarks dated as of July 10, 2012, pursuant to which, Second Agent assumed all rights of Initial Agent under the Trademark Agreement;

WHEREAS, Second Agent resigned as Administrative Agent under the Credit Agreement and other Loan Documents pursuant to that certain resignation letter dated May 23, 2013 ("Second Agent Resignation Letter") and the resignation of Second Agent became effective

on June 2, 2013 pursuant to the Second Agent Resignation Letter in accordance with Section 11.09 of the Credit Agreement;

WHEREAS, pursuant to that certain Appointment of Successor Administrative Agent Agreement (the "Appointment of Successor Administrative Agent Agreement"), the Required Lenders appointed Grantee, as the successor Administrative Agent under the Credit Agreement and other Loan Documents;

WHEREAS, in order to account for the Second Agent Resignation Letter and Appointment of Successor Administrative Agent Agreement, the parties executed that certain Second Amendment to Notice and Reaffirmation of Grant of Security Interest in Trademarks dated as of June 7, 2013 (the "Second Amendment to Notice and Reaffirmation"), pursuant to which, Grantee assumed all rights of Second Agent under the Trademark Agreement;

WHEREAS, as of the date hereof, all of the Lenders' commitments to extend further credit to or for the account of Borrowers under the Loan Documents have terminated; and

WHEREAS, Grantor has requested, and Grantee has agreed, to terminate and release (without any liability or recourse to Grantee or any Lender and without any representation or warranty of any kind (either express or implied) by Grantee or any Lender) its security interest in the Released Collateral identified on Schedule A hereto;

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Release, Grantee hereby terminates, releases, cancels, relinquishes and discharges (without any liability or recourse to Grantee or any Lender and without any representation or warranty of any kind (either express or implied)) its security interest, in any right, title or interest of Grantee in the following (the "Released Collateral"):

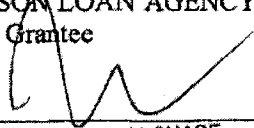
1. all of Grantor's Trademarks identified on Schedule A hereto;
2. all reissues, continuations or extensions of the foregoing; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark set forth on Schedule A hereto.

Grantee agrees to execute and deliver to Grantor all documents that Grantor shall reasonably request to evidence such termination and release. All of the foregoing shall be at the sole expense of Grantor, with no liability to Grantee or any Lender, and with no representation or warranty of any kind, express or implied, by or recourse to Grantee or any Lender, and shall be subject to the terms of the Credit Agreement and other Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GARRISON LOAN AGENCY SERVICES
LLC, as Grantee

By: 
Name: BRIAN CHASE
Title: CHIEF OPERATING OFFICER

Signature Page to Trademark Release

TRADEMARK
REEL: 005361 FRAME: 0055

Schedule A

See attached

2304993.2

Trademark Registrations

Name	Registration Number	Registration Date
ACUSECT	4091644	Jan 24 2012
CHEVEUX		Pending
CITRIC-ETCH	1235583	Apr 26 1983
CYANO-VENEER	1035621	Mar 16 1976
ELLMAN	1063386	May 16 1984
ELLUMINE	4241001	Nov 13 2012
EMPIRE	2672841	Jan 07 2003
GLIDE SAFE	4057099	Nov 15 2011
HEMOSCALPEL	2533945	Jan 29 2002
HYPO-CAL	1010912	May 20 1975
PELLEVE	3998653	Jul 19 2011
RADIAGE	3427364	May 13 2008
RADIOLASE	2432608	Mar 6 2001
RADIOSURGERY	3044129	Jan 17 2006
RADIOTOMY TIP	2020136	Dec 03 1996
RF COOL GEL	3524555	Oct 28 2008
RF DOME	3524556	Oct 28 2008
RODIN	3464658	Jul 8 2008
SQUEEZ-ETT	1249753	Aug 30 1983
SURG-E	3093742	May 16 2006
SURGE-E-CARE	3537498	Nov 25 2008
SURGITRON	3037439	Jan 3 2006
TRI-LASE		Pending