

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322823

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HSBC BANK USA, N.A. | | 10/01/2014 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | NEW WAVE SURGICAL CORP. | | |
| Street Address: | 3890 PARK CENTRAL BLVD. NORTH | | |
| City: | POMPANO BEACH | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33064 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86058099 | PADDIE BULLET | |
| Serial Number: | 86058068 | PATTIE BULLET | |
| Serial Number: | 86057966 | WETDRY | |
| Serial Number: | 86057919 | SUPERWIPE | |
| Serial Number: | 86057834 | TROCARIWIPE | |
| Registration Number: | 3717090 | USED BY SURGEONS | |
| Serial Number: | 76715382 | USED BY SURGEONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8605270464 | | |
| <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: | 860-549-5290 | | |
| Email: | dudek@ip-lawyers.com | | |
| Correspondent Name: | Marina F. Cunningham, McCormick, Pauldin | | |
| Address Line 1: | 185 Asylum Street, CityPlace II, 18th FL | | |
| Address Line 2: | 8383-0000 TM 1 Release | | |
| Address Line 4: | Hartford, CONNECTICUT 06103-3410 | | |
| ATTORNEY DOCKET NUMBER: | 8383-0000 | | |
| NAME OF SUBMITTER: | MARINA F. CUNNINGHAM | | |
| SIGNATURE: | /MARINA F. CUNNINGHAM/ | | |

OP \$190.00 86058099

| | |
|---------------------|------------|
| DATE SIGNED: | 11/11/2014 |
|---------------------|------------|

Total Attachments: 4

source=8383-0000 Lien Release tm 1_20141111115901#page1.tif

source=8383-0000 Lien Release tm 1_20141111115901#page2.tif

source=8383-0000 Lien Release tm 1_20141111115901#page3.tif

source=8383-0000 Lien Release tm 1_20141111115901#page4.tif

**RELEASE OF TRADEMARK SECURITY
INTEREST**

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**"), is made and effective as of October 1, 2014 and granted by HSBC BANK USA, N.A. (the "**Secured Party**"), a national banking association, having an office at 452 Fifth Avenue, New York, NY 10018, as secured party under the Trademark Security Agreement referred to below, in favor of NEW WAVE SURGICAL CORP., a Delaware corporation, and its successors, legal representatives and assignees (the "**Grantor**").

WHEREAS, Grantor entered into a LOAN AND SECURITY AGREEMENT dated as of November 23, 2013 (the "**Loan Agreement**"), with the Secured Party;

WHEREAS, in connection with the Loan Agreement, Grantor executed and delivered a Secured Party Trademark Security Agreement, dated as of November 23, 2013 (the "**Trademark Security Agreement**");

WHEREAS, pursuant the Trademark Security Agreement, Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 005168/Frame 0629-0634 on 12/06/2013; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Definition. The term " Trademark Collateral", as used herein, shall mean all of Grantor's right, title and interest in, to and under the following, as of the date hereof (collectively, the "**Trademark Collateral**"): .

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service

marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, together with any and all good will and any and all trademark rights (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) all rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and;

2. **Release of Security Interest.** Secured Party, its successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral.

3. **Further Assurances.** Secured Party 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 its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.

4. **Governing Law.** This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

HSBC BANK USA, N.A. as Secured Party

Name: Vincent L. Deluca
Title: Vice President
Address for Notices:
301 N. Federal Highway
Pompano Beach, FL 33062

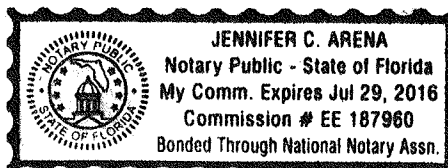
IN PRESENCE OF:

STATE OF FLORIDA)
)SS.
COUNTY OF BROWARD)

On the 1 day of October in the year 2014 before me, the undersigned, a Notary Public in and for the State, personally appeared **Vincent L. Deluca**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public
Printed Name: Jennifer C. Arena

My Commission Expires: 7/29/16



SCHEDULE 1
ISSUED AND PENDING TRADEMARKS

| Serial Number | Registration Number | Word Mark |
|---------------|---------------------|------------------|
| 86058099 | | PADDIE BULLET |
| 86058068 | | PATTIE BULLET |
| 86057966 | | WETDRY |
| 86057919 | | SUPERWIPE |
| 86057834 | | TROCARWIPE |
| 77570256 | 3717090 | USED BY SURGEONS |
| 76715382 | | USED BY SURGEONS |

Release of Security Interest
HSBC Bank USA – New Wave Surgical Corp.
October 1, 2014
Page 4 of 4