

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325392

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		12/05/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Tecomet Inc.
Street Address:	115 Eames Street
City:	Wilmington
State/Country:	MASSACHUSETTS
Postal Code:	01887
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4124618	BEERE MEDICAL
Registration Number:	3589890	TECOMET
Registration Number:	3807486	CENTAUR
Registration Number:	2947542	TRU-CONTROL
Registration Number:	1989166	ORTHO GRIP
Registration Number:	2637275	CONTOUR ORTHO-GRIP
Registration Number:	2601904	QUICKLOCK
Registration Number:	4259916	SMD
Registration Number:	3925876	SMD
Registration Number:	3951161	SMD SPECIALIZED MEDICAL DEVICES
Serial Number:	85973372	TECOTEX

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

TRADEMARK

Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 030786-0633

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 12/08/2014

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 5th day of December, 2014 (the “Release Date”) for the benefit of Tecomet Inc., a Massachusetts corporation (the “Grantor”) by General Electric Capital Corporation, a Delaware corporation, as administrative agent (in such capacity, the “Administrative Agent”), for the benefit of itself and the other Secured Parties.

WHEREAS, Grantor entered into that certain Credit Agreement dated as of December 19, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement) with the Administrative Agent, the other Credit Parties signatory thereto, and the Lenders party thereto;

WHEREAS, to secure payment and performance in full of the Obligations, Grantor entered into that certain Trademark Security Agreement, dated as of December 19, 2013 (as at any time prior to the date hereof amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”), pursuant to which Grantor granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks, Trademark registrations and Trademark applications identified in Exhibit A attached hereto;

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office (“USPTO”) on December 19, 2013 and such filing was recorded in the USPTO at Reel 5186/Frame 0523; and

WHEREAS, the events described in Section 8.10(b)(iii) of the Credit Agreement have occurred and Grantor has requested that the Administrative Agent terminate, release and discharge, on behalf of itself and the other Secured Parties, its security interest in the Trademark Collateral.

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

1. Release of Security Interest. Effective as of the Release Date, the Administrative Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in and to the Trademark Collateral granted under the Trademark Security Agreement, the Credit Agreement or any other security agreement or financing document executed in connection with the Credit Agreement. All rights and interests of the Grantor and the other Secured Parties in and to the Trademark Collateral hereby revert to the Grantor. The Grantor hereby acknowledges that the Administrative Agent’s execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Administrative Agent as to the Administrative Agent’s rights in any Trademark Collateral for

amounts owing under the Loan Documents, the condition or value of any Trademark Collateral, or, except as expressly provided herein, any other matter. The Administrative Agent represents and warrants that it has the full power and authority to execute this Release.

2. Recordation of Release. The Administrative Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

3. Further Actions. The Administrative Agent further agrees to execute any other documents and take any further actions reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effectuate, record or evidence Administrative Agent's release of security interest in the Trademark Collateral as set forth above and/or to effectuate the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.

4. Electronic Delivery. Delivery of an executed signature page of this Release by facsimile transmission or other Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


5. Governing Law. This Release shall be governed by the internal laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

GENERAL ELECTRIC CAPITAL
CORPORATION


By: 
Name:

Title: Duly Authorized Signatory
Andrew D Moore
Duly Authorized Signatory

Exhibit A

UNITED STATES TRADEMARKS

REGISTERED UNITED STATES TRADEMARKS

Trademark	Record Owner	Application Number and Date	Registration Number and Date	Jurisdiction	Status
BEERE MEDICAL	Teleflex with assignment to TECOMET, INC.	85/331115 May 26, 2011	4124618 April 10, 2012	United States	Registered
TECOMET	TECOMET, INC.	77/362517 January 2, 2008	3589890 March 17, 2009	United States	Registered
CENTAUR	Teleflex with assignment to TECOMET, INC.	77/255983 August 15, 2007	3807486 June 22, 2010	United States	Registered
TRU-CONTROL	Teleflex with assignment to TECOMET, INC.	76/589319 April 29, 2004	2947542 May 10, 2005	United States	Registered
Orthogrip	Teleflex with assignment to Tecomet Inc.	74/573928 September 15, 1994	1989166 July 23, 1996	United States	Registered
Contour Orthogrip	Teleflex with assignment to Tecomet Inc.	78/001995 March 31, 2000	2637275 October 15, 2002	United States	Registered
Quicklock	Teleflex with assignment to Tecomet	75/885894 January 3, 2000	2601904 July 30, 2002	United States	Registered
SMD	Tecomet Inc.	85/131836 September 17, 2010	4259916 December 18, 2012	United States	Registered
SMD	Tecomet Inc.	77/356933 December 20, 2007	3925876 March 1, 2011	United States	Registered
	Tecomet Inc.	77/355526 December 19, 2007	3951161 April 26, 2011	United States	Registered

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Record Owner	Application Number and Date	Registration Number and Date	Jurisdiction	Status
TECOTEX	TECOMET, INC.	85/973372 June 28, 2013	NA	United States	Pending