

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The PrivateBank and Trust Company		07/15/2015	State Chartered Bank: ILLINOIS
RECEIVING PARTY DATA			
Name:	Advantis Medical, Inc.		
Street Address:	2121 Southtech Drive, Suite 600		
City:	Greenwood		
State/Country:	INDIANA		
Postal Code:	46143		
Entity Type:	CORPORATION: INDIANA		
Name:	Avalign Technologies, Inc.		
Street Address:	272 E. Deerpath Road, Suite 208		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
Name:	Instrumed International, Inc.		
Street Address:	626 Cooper Court		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	CORPORATION: DELAWARE		
Name:	Avalign Technologies Holdings, Inc.		
Street Address:	272 E. Deerpatch Road, Suite 208		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
Name:	NEMCOMED, INC.		
Street Address:	8727 Clinton Park Drive		
City:	Fort Wayne		

CH \$265.00 3406495

State/Country:	INDIANA
Postal Code:	46825
Entity Type:	CORPORATION: OHIO
Name:	NEMCOMED FW, LLC
Street Address:	8727 Clinton Park Drive
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46825
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA
Name:	NGInstruments, Inc.
Street Address:	4643 North State Road 15
City:	Warsaw
State/Country:	INDIANA
Postal Code:	46582
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3406495	DIESEL
Serial Number:	78945424	ADVANTIS
Serial Number:	76637797	MOBILITY
Serial Number:	77975078	AVALIGN TECHNOLOGIES
Serial Number:	77975196	AVALIGN
Serial Number:	77120068	AVALIGN
Serial Number:	77120077	AVALIGN TECHNOLOGIES
Serial Number:	77975195	AVALIGN TECHNOLOGIES
Serial Number:	77975170	
Serial Number:	77120021	

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 79896.00011 (TRADEMARKS)

NAME OF SUBMITTER: Christine Dionne

SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/15/2015
Total Attachments: 6 source=AVALIGN IP Release#page1.tif source=AVALIGN IP Release#page2.tif source=AVALIGN IP Release#page3.tif source=AVALIGN IP Release#page4.tif source=AVALIGN IP Release#page5.tif source=AVALIGN IP Release#page6.tif	

**TERMINATION AND RELEASE
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") dated as of the 15th day of July, 2015, by and among The PrivateBank and Trust Company ("Administrative Agent") and (b) Advantis Medical, Inc., an Indiana corporation ("Advantis"), Avalign Technologies, Inc., a Delaware corporation ("Avalign"), Instrumed International, Inc., a Delaware corporation ("Instrumed"), Nemcomed, Inc., an Ohio corporation ("Nemcomed"), Nemcomed FW, LLC, an Indiana limited liability company ("Nemcomed FW") and NGInstruments, Inc., an Indiana corporation ("NGInstruments") and together with Advantis, Avalign, Instrumed, Nemcomed and Nemcomed FW, the "Grantors").

RECITALS

A. On or about June 13, 2008, certain of the Grantors executed that certain an Intellectual Property Security Agreement (as the same has been amended and restated, the "IP Assignment") in favor of Administrative Agent, which was recorded at Reel/Frame 003795/0600 with the U.S. Patent and Trademark Office on June 13, 2008, pursuant to which the Grantors conveyed to Administrative Agent a security interest in and to certain intellectual property of the Grantors as set forth on Schedule A hereto (the "Intellectual Property").

B. In connection with the transactions contemplated by that certain Payoff Letter dated July __, 2015 delivered by the Administrative Agent to the Grantors and certain of its affiliates (the "Payoff Letter") the parties desire to terminate the security interest in the Intellectual Property under the IP Assignment and Administrative Agent has agreed to release the security interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Release and Termination of Trademarks. The IP Assignment is hereby terminated. Administrative Agent, on behalf of itself and the Lenders, further hereby (i) terminates, cancels and releases its security interest in and to the Intellectual Property, and (ii) assigns and transfers to the applicable Grantor, without representation, warranty or recourse of any kind or nature, all of the Administrative Agent's right, title and interest in and to the Intellectual Property. The Grantors hereby acknowledge and accept the foregoing release and assignment by the Administrative Agent.

2. Authorization. Administrative Agent hereby authorizes the Grantors (or their designee), at the expense of the Grantors, to file this Release in the applicable filing and recording offices to effect a complete release of the Intellectual Property in accordance with the Payoff Letter.

3. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of Illinois, applicable to contracts to be made and wholly performed within such state.

4. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release of Intellectual Property Security Agreement to be executed as of the day and year first written above.

Administrative Agent:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Name: Todd Kohn
Title: Managing Director

Grantors:

ADVANTIS MEDICAL, INC.

By: _____
Name: Barbara Sullivan
Title: Chief Financial Officer

AVALIGN TECHNOLOGIES, INC.

By: _____
Name: Barbara Sullivan
Title: Secretary

INSTRUMED INTERNATIONAL, INC.

By: _____
Name: Barbara Sullivan
Title: Vice President

AVALIGN TECHNOLOGIES HOLDINGS, INC.

By: _____
Name: Barbara Sullivan
Title: Secretary

NEMCOMED, INC.

By: _____
Name: Barbara Sullivan
Title: Chief Financial Officer

NEMCOMED FW, LLC

By: NEMCOMED, INC., its Manager

By: _____
Name: Barbara Sullivan
Title: Chief Financial Officer

NGINSTRUMENTS, INC.

By: _____
Name: Barbara Sullivan
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release of Intellectual Property Security Agreement to be executed as of the day and year first written above.

Administrative Agent:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Name: Judd Kohn
Title: Managing Director

Grantors:

ADVANTIS MEDICAL, INC.

By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Chief Financial Officer

NEMCOMED, INC.

By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Chief Financial Officer

AVALIGN TECHNOLOGIES, INC.

By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Secretary

NEMCOMED FW, LLC

By: NEMCOMED, INC., its Manager
By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Chief Financial Officer

INSTRUMED INTERNATIONAL, INC.

By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Vice President

NGINSTRUMENTS, INC.

By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Chief Financial Officer

AVALIGN TECHNOLOGIES HOLDINGS, INC.

By: Barbara M. Sullivan
Name: Barbara Sullivan
Title: Secretary

Schedule A

PATENTS:

INSTRUMED INTERNATIONAL, INC.

PATENT LICENSES

1. Instrumed has been granted a license by James A. Scheniter to produce, market and sell a certain device covered under a patent application (Case No. 9692/20) with the USPTO, pursuant to the License Agreement by and between Instrumed and James A. Scheniter, effective date May 1, 2007.

NEMCOMED, INC.

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
Engraving Tool and Method for Forming	6,095,723	August 1, 2000
Bone Drill	6,312,432	November 6, 2001
Orthopaedic Retractor	D522,140	May 30, 2006
Orthopaedic Retractor	D523,142	June 13, 2006

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
Patella Protector	11/115,007	April 26, 2005

III. PATENT LICENSES

1. Nemcomed has been granted a license by Bondhus Corporation to design, manufacture, market and distribute certain tools covered by one or more claims of U.S. Patent Nos. 6,684,741 and 6,681,662, pursuant to the Exclusive Manufacturing, Marketing and Distribution Agreement by and between Bondhus Corporation and Nemcomed dated effective May 5, 2005;
2. Nemcomed has been granted a license by Hi-Tech Solutions, LLC to develop, manufacture, distribute and market a certain device under the Provisional Patent Application No. 60/557,050, pursuant to the

Exclusive Manufacturing, Marketing and Distribution Agreement by and between Hi-Tech Solutions, LLC and Nemcomed dated effective February 23, 2005;

3. Nemcomed has been granted a license by Flex Technology, Inc. to manufacture, have manufactured, use and sell certain products covered by one or more claims of U.S. Patent Nos. 6,053,922 and 6,447,518 and European Patent No. 0 849 572 B1 pursuant to the Nonexclusive License Agreement by and between Flex Technology, Inc. and Nemcomed dated effective December 5, 2005;
4. Nemcomed has been granted a license by HD Medical Innovations, LLC to manufacture, market and distribute a certain fluid suction device pursuant to the Exclusive Manufacturing, Marketing and Distribution Agreement dated effective March 15, 2006 by and between Nemcomed and HD Medical Innovations, LLC.

TRADEMARKS:

INTRUMED INTERNATIONAL, INC.:

I. TRADEMARK

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Diesel	3,406,495	4/1/08

II. UNREGISTERED TRADEMARKS

Mark

Intrumed International Inc.

ADVANTIS MEDICAL, INC.:

I. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Advantis	78/945,424	8/4/06

II. UNREGISTERED TRADEMARKS

Mark

1. Steripack Inc.
2. Advantis Medical Inc.
3. The Advantis Advantage

NEMCOMED, INC.:

I. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Mobility	76/637,797	5/3/05

II. UNREGISTERED TRADEMARKS

1. Nemcomed
2. Access
3. Specture
4. Uni-Knee
5. Flex-shaft
6. Hahn no-clog suction devise
7. Making the Difference

AVALIGN TECHNOLOGIES, INC.:

I. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Avalign Technologies and Design	77/975,078	3/1/07
Avalign	77/975,196	3/1/07
Avalign	77/120,068	3/1/07
Avalign Technologies	77/120,077	3/1/07
Avalign Technologies	77/975,195	3/1/07
Avalign Technologies and Design	77/120,043	3/1/07
Design Mark	77/975,170	3/1/07
Design Mark	77/120,021	3/1/07

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NEMCOMED, INC.:

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