

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BCC Acquisition II LLC		08/20/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Diametrics Medical, Inc.		
Street Address:	2658 Patton Road		
City:	Roseville		
State/Country:	MINNESOTA		
Postal Code:	55113		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1875871	IRMA	
CORRESPONDENCE DATA			
Fax Number:	6123393061		
<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:	612-373-6900		
Email:	slw@blackhillsip.com, kgrinnell@slwip.com		
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.		
Address Line 1:	P.O. Box 2938		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	4084.004US1		
NAME OF SUBMITTER:	Katy Grinnell		
SIGNATURE:	/Katy Grinnell/		
DATE SIGNED:	08/27/2015		
Total Attachments: 8			
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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made by BCC Acquisition II, LLC ("BCC"), hereinafter the "Secured Party" in favor of Diametrics Medical, Inc., hereinafter the "Grantor".

Recitals

WHEREAS, at least as early as January 1995, Grantor possessed the rights in certain blood analyzer technologies and products, said technologies and products identified in part by the IRMA trademark and U.S. Trademark Registration No. 1,875,871 for the IRMA trademark;

WHEREAS, in August 2003, Grantor assigned certain interests in the IRMA trademark and in U.S. Trademark Registration No. 1,875,871 to Secured Party, as indicated in TRADEMARK SECURITY AGREEMENT dated August 13, 2003, as recorded in the United States Trademark Office on August 19, 2003 at Reel/Frame No. 2804/0242, and as attached hereto;

WHEREAS, in September 2003, Grantor assigned certain interests in the IRMA trademark and U.S. Registration No. 1,875, 871, along with the goodwill of the business of the blood analyzer technologies and products associated with the IRMA trademark, to International Technidyne Corporation (hereinafter "ITC");

WHEREAS, in December 2014, ITC assigned certain interests in the IRMA trademark and U.S. Registration No. 1,875,871, along with the goodwill of the business of the blood analyzer technologies and products associated with the IRMA trademark, to LifeHealth, LLC;

WHEREAS, Grantor has satisfied all its obligations to Secured Party, and Secured Party desires to release its security interest in the IRMA trademark and U.S. Trademark Registration No. 1,875,871.

Agreement

Now, THEREFORE, Secured Party agrees that it terminates and releases its security interest in the IRMA trademark and U.S. Registration No. 1,875,871, and reassigns to Grantor, without warranty or recourse, all interest of Secured Party in the IRMA trademark and U.S. Trademark Registration No. 1,875,871.

[signature page follows]

BCC Acquisition II LLC

By: The Bay City Capital Fund I, L.P., its Manager

By: Bay City Capital Management LLC, its General Partner

By: *Fred Craver*

Printed Name: Fred Craver

Title: Manager and Managing Director

Date: Aug 20, 2015

08-19-2003

8-19-03

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102528365

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Diametrics Medical, Inc. 8-19-03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: August 13, 2003

2. Name and address of receiving party(ies)

Name: BCC Acquisition II LLC
Internal C/O Bay City Capital LLC, As Agent
Address: 750 Battery Street
Suite 600
Street Address:
City: San Francisco State: CA Zip: 94111

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

1875871

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Elizabeth J. Burns
Name of Person Signing

Elizabeth J. Burns
Signature

August 18, 2003
Date

Total number of pages including cover sheet, assignments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/19/2003 ECOMPER 00000180 1875871

01 FC:8521
02 FC:8522

40.00 UP
75.00 DP

TRADEMARK
REEL: 002804 FRAME: 0242

TRADEMARK
REEL: 005610 FRAME: 0603

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2003, by Diametrics Medical, Inc., a Minnesota corporation ("Grantor"), in favor of BCC Acquisition II LLC ("Bay City"), in its capacity as agent ("Agent") for itself and Gerald L. Cohn Revocable Trust ("Cohn Trust"), Hannah S. and Samuel A. Cohn Memorial Foundation ("Cohn Foundation"), and AEOW 96, LLC ("AEOW"). Bay City, Cohn Trust, Cohn Foundation and AEOW are collectively referred to herein as the "Note Holders".

WITNESSETH:

WHEREAS, Grantor, Bay City, Cohn Trust, Cohn Foundation and AEOW are parties to that certain Note Purchase Agreement, dated as of August 4, 1998, as amended by that certain First Amendment to Note Purchase Agreement, dated as of April 7, 2003 (as further amended, restated, supplemented and otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, Grantor agreed to grant a security interest in all of Grantor's right, title and interest in and to all personal and real property and fixtures and interests in such property and fixtures to Bay City as Agent for the Note Holders, pursuant to a General Security Agreement, dated as of August 13, 2003 ("General Security Agreement");

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.
Grantor hereby grants to Agent, on behalf of itself and the Note Holders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks, trade names, trade styles, corporate names, business names, service marks, logos, internet domain names, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, and trademark and service mark applications ("Trademarks") and all licenses and rights to use any of the Trademarks ("Trademark Licenses") to which it is a party including those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Note Holders, pursuant to the General Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

GRANTOR

DIAMETRICS MEDICAL, INC.

By: _____
Name: Daniel Kaysen
Title: Chief Executive Officer and President

THE SECURED PARTY

BCC ACQUISITION II LLC, as agent

By: THE BAY CITY CAPITAL FUND I, L.P.
Its: Manager

By: Bay City Capital Management LLC
Its: General Partner

By: Frederic Craven
Its: _____

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

MarkReg.	No.	Date
IRMA- Immediate Response Mobile Analyzer	1,875,871, S/N 74,343,986	Renewal required 1.24.2005
Diametrics Medical, Incorporated (trademark & logo)	1,865,236, S/N 74/344,546	Renewal required 11.29.2004
Diametrics Medical, Inc.	1,864,228, S/N 74-343,125	Renewal required 11.22.2004
TrendCare	2,318,862, S/N 75- 611,207	

TRADEMARK APPLICATIONS

TRADEMARK LICENSES