

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379311

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		03/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAS Medical Systems, Inc.		
Street Address:	44 East Industrial Road		
City:	Branford		
State/Country:	CONNECTICUT		
Postal Code:	06405		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1642696		
Registration Number:	1641987	KLEAR-TRACE	
Registration Number:	3816201	LIMBOARD	
Registration Number:	3505745	MOTHER BABY	
Registration Number:	1548156	NEO GUARD	
CORRESPONDENCE DATA			
Fax Number:	2037822889		
<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:	203.498.4347		
Email:	fduffin@wigin.com		
Correspondent Name:	Francis J. Duffin, Wiggin and Dana LLP		
Address Line 1:	One Century Tower, P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		
ATTORNEY DOCKET NUMBER:	401249/GEN001		
NAME OF SUBMITTER:	Francis J. Duffin		
SIGNATURE:	/fjd/		
DATE SIGNED:	04/04/2016		

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Total Attachments: 3

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**TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of March 28, 2016, is made by Healthcare Financial Solutions, LLC (as successor-in-interest to General Electric Capital Corporation, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Lenders as defined in the Loan and Security Agreement referred to below, in favor of CAS Medical Systems, Inc. a Delaware corporation (the "**Grantor**").

WITNESSETH:

WHEREAS, pursuant to (i) the Loan and Security Agreement, dated as of June 27, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan and Security Agreement**"), among Grantor, the other loan parties party thereto from time to time, the Lenders from time to time party thereto and Agent and (ii) the Trademark Security Agreement, dated as of June 27, 2014, in favor of the Agent (the "**Trademark Security Agreement**"), the Grantor granted a security interest to Agent in substantially all of its assets, including the trademarks listed in Schedule 1 attached hereto (the "**Released Collateral**").

WHEREAS, the Trademark Security Agreement was recorded against certain Trademark Collateral (as defined in the Trademark Security Agreement), including the Released Collateral, in the United States Patent and Trademark Office at Reel 5310, Frame 0407 on June 27, 2014; and

WHEREAS, Agent now desires to terminate and release its security interest in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent hereby terminates, releases, and discharges its security interest in the Released Collateral. Any and all right, title, or interest of Agent in the Released Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, shall hereby cease and become void. The Grantor hereby acknowledges that Agent's execution and delivery of this release is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any Released Collateral, the condition or value of any Released Collateral or any other matter.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Released Collateral contemplated hereby, in each case at the sole cost and expense of the Grantor.

4. Continuing Security Interest in Other Collateral. Notwithstanding any provision of this Agreement, the security interests in and to all Collateral other than the Released Collateral granted under the Trademark Security Agreement, the Loan and Security Agreement or any other security agreement or financing document executed in connection with the Loan and Security Agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Agent

By: Jessica Bataille
Name: Jessica Bataille
Title: Duly Authorized Signatory

Schedule 1
to
Termination and Release of Security Interest in Trademarks

OWNER	MARK	Registration Number	Filing Date
CAS MEDICAL SYSTEMS, INC.	Design	1,642,696	9/03/1987
CAS MEDICAL SYSTEMS, INC.	KLEAR-TRACE	1,641,987	11/14/1988
CAS MEDICAL SYSTEMS, INC.	LIMBOARD	3,816,201	10/17/2008
CAS MEDICAL SYSTEMS, INC.	MOTHERBABY & Design	3,505,745	8/10/2007
CAS MEDICAL SYSTEMS, INC.	NEO GUARD	1,548,156	11/14/1988