

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396609

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|---|---------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Healthcare Financial Solutions, LLC, as administrative agent | | 02/03/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CryoLife, Inc., a Florida corporation | | |
| Street Address: | 1655 Roberts Boulevard NW | | |
| City: | Kennesaw | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30144 | | |
| Entity Type: | Corporation: FLORIDA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3693367 | HERO | |
| Registration Number: | 3683875 | HERO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725100 | | |
| <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: | 4045723408 | | |
| Email: | mramic@kslaw.com | | |
| Correspondent Name: | Mia Ramic King and Spalding | | |
| Address Line 1: | 1180 Peachtree Street NE | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 24046.015064 | | |
| NAME OF SUBMITTER: | /s/ Mia Ramic | | |
| SIGNATURE: | /s/ Mia Ramic | | |
| DATE SIGNED: | 08/29/2016 | | |
| Total Attachments: 4 | | | |
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| source=Trademark Release (CryoLife - HeRo 2016)#page2.tif | | | |

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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 3rd day of February, 2016 (the "**Release Date**") for the benefit of CryoLife, Inc., a Florida corporation (the "**Grantor**"), by Healthcare Financial Solutions, LLC, as administrative agent (in such capacity, the "**Agent**"), for the benefit of itself and the other Secured Parties (as defined herein).

WHEREAS, Grantor entered into that certain Third Amended and Restated Credit Agreement dated as of January 20, 2016 (the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement) with the Agent, the other Credit Parties signatory thereto (collectively, the "**Credit Parties**"), and the Lenders party thereto, which Credit Agreement has amended and restated previous financing agreements among Grantor, Healthcare Financial Solutions, LLC, as administrative agent and certain lenders party thereto (collectively, the "**Prior Credit Documents**");

WHEREAS, to secure payment and performance in full of the Obligations and the other obligations owing from time to time under the Prior Credit Documents (which obligations also constitute Obligations under the Credit Agreement), Grantor has entered into certain trademark security agreements from time to time (collectively, the "**Trademark Security Agreements**"), pursuant to which Grantor granted to the 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 Trademarks identified in Exhibit A attached hereto (the "**Released Collateral**");

WHEREAS, Grantor has requested that the Agent terminate, release and discharge, on behalf of itself and the other Secured Parties, its security interest in the Released Collateral, and in accordance with Section 9.10(b)(i) of the Credit Agreement, Agent is authorized by the Lenders to do so.

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

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in and to the Released Collateral granted under the Trademark Security Agreements, the Guaranty and Security 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 Released Collateral hereby revert to the Grantor. The Grantor hereby acknowledges that the Agent's execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Agent as to the Agent's rights in any Released Collateral, the condition or value of any Released Collateral, or, except as expressly provided herein, any other matter.

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

3. Further Actions. The 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 Agent's release of security interest in the Released 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.

6. 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 Agreements, the Guaranty and Security Agreement or any other security agreement or financing document executed in connection with the Credit Agreement remain in full force and effect.

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

Agent:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Agent

By: 
Name: Maryana Olman
Title: Duly Authorized Signatory

[Termination and Release of Security Interest in Trademarks]

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TRADEMARK
REEL: 005866 FRAME: 0398

Exhibit A

Trademark Releases

| Trademark Name | Reference | File Date | App Number | Reg Date | Reg Number | Trademark status |
|-----------------------|------------------|------------------|-------------------|-----------------|-------------------|-------------------------|
| HERO | 29026-0577 | 01/08/2008 | 77/366,900 | 10/06/2009 | 3,693,367 | Registered |
| HERO and Logo | 29026-0578 | 02/01/2008 | 77/386,387 | 09/15/2009 | 3,683,875 | Registered |