

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		01/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Medical Depot, Inc.		
Street Address:	99 Seaview Boulevard		
City:	Port Washington		
State/Country:	NEW YORK		
Postal Code:	11050		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86299018	AIRIAL	
Serial Number:	86141762	MEDQUIP	
CORRESPONDENCE DATA			
Fax Number:	6023647070		
<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:	602-364-7000		
Email:	julie.eslick@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	TWO N CENTRAL AVENUE, SUITE 2100		
Address Line 2:	JULIE A. ESLICK		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	0395584		
NAME OF SUBMITTER:	Julie A. Eslick		
SIGNATURE:	/Julie A. Eslick/		
DATE SIGNED:	01/03/2017		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “Release”), dated as of January 3, 2017, is made by Healthcare Financial Solutions, LLC, as successor agent to General Electric Capital Corporation in its capacity as Agent (the “**Agent**”), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement and Guaranty and Security Agreement (as hereinafter defined)) to Medical Depot, Inc. (“**Grantor**”).

WHEREAS, in connection with that certain Credit Agreement dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Medical Depot, Inc., a Delaware corporation (the “**Borrower**”), the other Credit Parties, Healthcare Financial Solutions, LLC, as Agent for the Lenders and the L/C Issuers and for itself as a Lender (including as Swingline Lender), and such Lenders and L/C Issuers, the Lenders and L/C Issuers have severally agreed to make extensions of credit to the Borrower;

WHEREAS, Grantor agreed, pursuant to a Guaranty and Security Agreement in favor of Agent dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations of the Borrower;

WHEREAS, in connection with the Credit Agreement, Guaranty and Security Agreement and pursuant to the Amendment to Trademark Security Agreement dated as of August 5, 2014 (the “**Security Agreement**”), Grantor granted a security interest in all of its Trademarks and pending Trademark applications, including, without limitation, those referred to on Annex I hereto; all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the “**Trademark Collateral**”);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office (the “USPTO”) on August 6, 2014 at Reel 5338 and Frame 0056; and

WHEREAS, pursuant to the Omnibus Agency Transfer Agreement by and between General Electric Capital Corporation and Agent (the “**Transfer Agreement**”), General Electric Capital Corporation assigned to Agent all of its rights, remedies, duties and other obligations under, among other documents, the Security Agreement, and recorded the Assignment of Intellectual Property Security Agreement (the “**Assignment Agreement**”) in the USPTO on November 18, 2015 at Reel 5671 and Frame 0664 to evidence same.


NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby terminates, releases and discharges, without representation, recourse or warranty whatsoever, all of its security interest in the Trademark Collateral, whether granted pursuant to the Security Agreement, the Transfer Agreement, the Assignment Agreement or any other agreement or document delivered in connection with the Credit Agreement, and any and all right, title and interest (if any) that the Agent may have in the Trademark Collateral shall hereby cease and become void.

The Agent agrees, at Grantor's expense, to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the Trademark Collateral, including by duly executing, acknowledging, procuring and delivering any further releases and documents (including without limitation Uniform Commercial Code termination statements) and doing such other acts as may be necessary or reasonably desirable to effect the release of the security interest contemplated hereby.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Agent has executed this Release as of the date first above written.

**HEALTHCARE FINANCIAL SOLUTIONS,
LLC, as Agent**

By: 
Name: R. Hanes Whiteley
Title: Duly Authorized Signatory

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Medical Depot, Inc.	AIRIAL	86299018	6/3/2014
Medical Depot, Inc.	MEDQUIP	86141762	12/12/2013