

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		03/10/2017	Corporation:
RECEIVING PARTY DATA			
Name:	SURGICAL SPECIALTIES CORPORATION (US), INC.		
Street Address:	50 BRAINTREE HILL OFFICE PARK		
Internal Address:	SUITE 101		
City:	BRAINTREE		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Corporation: WASHINGTON		
Name:	SURGICAL SPECIALTIES HOLDINGS, LLC		
Street Address:	50 BRAINTREE HILL OFFICE PARK		
Internal Address:	SUITE 101		
City:	BRAINTREE		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Limited Liability Company: WASHINGTON		
Name:	SURGIAL SPECIALTIES CORPORATION		
Street Address:	50 BRAINTREE HILL OFFICE PARK		
Internal Address:	SUITE 101		
City:	BRAINTREE		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Corporation: DELAWARE		
Name:	B.G. SULZLE, INC.		
Street Address:	50 BRAINTREE HILL OFFICE PARK		
Internal Address:	SUITE 101		
City:	BRAINTREE		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Corporation: DELAWARE		

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Name:	QUILL MEDICAL, INC.
Street Address:	50 BRAINTREE HILL OFFICE PARK
Internal Address:	SUITE 101
City:	BRAINTREE
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3675233	B. G. SULZLE
Registration Number:	4486051	CLEAR CONTROL 3D
Registration Number:	2964393	CLEARPORT
Registration Number:	2709946	CLEARTRAP
Registration Number:	2967366	DERMA GLIDE
Registration Number:	3776903	EASY SHIELD
Registration Number:	1776381	EYE GARTER
Registration Number:	3051529	INFINITE EDGE
Registration Number:	3173740	INFINITE EDGE
Registration Number:	3369136	IQ GEOMETRY
Registration Number:	1462665	LOOK
Registration Number:	1509149	LUKENS
Registration Number:	1142387	M.E.T.
Registration Number:	3136533	MONODERM
Registration Number:	3059074	MSP
Registration Number:	3536744	PILOT TIP
Registration Number:	2872200	POLYSYN
Registration Number:	2856378	POLYSYN FA
Registration Number:	0863200	POLYVIOLENE
Registration Number:	1928251	PRACTICERAT
Registration Number:	3820056	QUILL
Registration Number:	2967463	QUILL
Registration Number:	3500283	SHARPGUARD
Registration Number:	4539343	SHARPNESS IS ONE THING, CONTROL IS EVERY
Registration Number:	1127212	SHARPOINT
Registration Number:	1137798	SHARPOINT
Registration Number:	1425636	SHARPOINT
Registration Number:	5087549	SHARPOINT SOLO
Registration Number:	1788836	SHARPTOME

Property Type	Number	Word Mark
Registration Number:	3048213	STYLUS
Registration Number:	3048212	STYLUS
Registration Number:	3372709	THE SURGEON'S EDGE
Registration Number:	2293488	ULTRA GLIDE
Registration Number:	2738444	ULTRAPLUG
Registration Number:	3109897	BIO-SEAL
Registration Number:	4544384	BIOSENTRY
Registration Number:	1856678	SMALLSTITCH
Registration Number:	1762013	STYLUS
Serial Number:	86127151	SIMPLIFY YOUR SUTURE
Serial Number:	86010495	SSC
Serial Number:	86081312	SURGICAL SPECIALTIES
Serial Number:	86010502	SURGICAL SPECIALTIES CORPORATION
Serial Number:	86010504	SURGICAL SPECIALTIES CORPORATION

CORRESPONDENCE DATA

Fax Number: 9498236994

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: 949-760-9600

Email: IPNB@omm.com

Correspondent Name: O'MELVENY & MYERS LLP / K. Godfrey

Address Line 1: 610 Newport Center Drive

Address Line 2: 17th Floor

Address Line 4: Newport BEach, CALIFORNIA 92660-6429

NAME OF SUBMITTER: KRISTIN GODFREY

SIGNATURE: /Kristin Godfrey/

DATE SIGNED: 03/10/2017

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 10, 2017 (“Release”), is made by Bank of America, N.A., as administrative agent (“Administrative Agent”) for itself and the other Lenders (as defined in that certain Credit Agreement dated as of December 23, 2015 (as amended, restated, amended and restated, modified or supplemented from time to time), among Surgical Specialties Corporation (US), Inc., a Washington corporation, as borrower, the subsidiary guarantors party thereto, the lenders party thereto, and the Administrative Agent) in favor of each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to the Security and Pledge Agreement dated as of December 23, 2015 (the “Security and Pledge Agreement”), among the Grantors and the Administrative Agent, each Grantor has granted a continuing security interest in and continuing lien upon the trademark registrations and trademark applications shown on Schedule A (the “Trademarks”), a notice of which was recorded pursuant to the Notice of Grant of Security Interest in Trademarks (the “Trademark Security Agreement”) at the United States Patent and Trademark Office (“USPTO”) on December 29, 2015 at Reel 5697 Frame 0500; and

WHEREAS, Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademarks granted pursuant to the Security and Pledge Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent (for itself and as Administrative Agent for the Lenders) and the Grantors (the “parties”) agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security and Pledge Agreement or Trademark Security Agreement, as applicable.

SECTION 2. Termination and Release. The Administrative Agent hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks granted pursuant to the Security and Pledge Agreement without recourse, representation or warranty of any kind. Any and all right, title, or interest of Administrative Agent in the Trademarks granted pursuant to the Security and Pledge Agreement and all products and proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, are hereby reconveyed, transferred, and assigned to the entity legally entitled thereto, as applicable, without recourse, representation or warranty of any kind, and any right, title, or interest of Administrative Agent in the Trademarks granted pursuant to the Security and Pledge Agreement shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO;

(c) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantors' counsel and the cost and expense of such documents and actions shall be borne solely by the Grantors.

(d) this Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic means will be as effective as delivery of a manually executed counterpart of this Release.


This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

[signature pages follow]

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

Secured Party:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____


Name: Erik M. Truette

Title: Vice President

ACKNOWLEDGED AND AGREED:

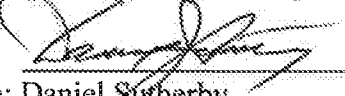
Grantors:

**SURGICAL SPECIALTIES CORPORATION
(US), INC.,** a Washington Corporation

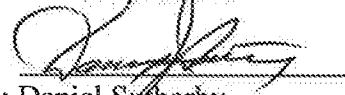
By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and Secretary

SURGICAL SPECIALTIES HOLDINGS, LLC,
a Washington limited liability company


By: Surgical Specialties Corporation (US), Inc., its sole member

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and Secretary


SURGICAL SPECIALTIES CORPORATION,
a Delaware Corporation

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and Secretary

B.G. SULZLE, INC.,
a Delaware Corporation

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and Secretary

QUILL MEDICAL, INC.
a Delaware Corporation

By: 
Name: Daniel Sutherby
Title: Chief Financial Officer, Treasurer and Secretary

Schedule A

U.S. Trademarks

Trademark Registrations and Applications

Mark	Country	Serial or Reg. No.	Grantor
B.G. SULZLE	U.S.	3675233	Surgical Specialties Corporation
CLEAR CONTROL 3D	U.S.	4486051	Surgical Specialties Corporation
CLEARPORT	U.S.	2964393	Surgical Specialties Corporation
CLEARTRAP	U.S.	2709946	Surgical Specialties Corporation
DERMA GLIDE	U.S.	2967366	Surgical Specialties Corporation
EASY SHIELD	U.S.	3776903	Surgical Specialties Corporation
EYE GARTER	U.S.	1776381	Surgical Specialties Corporation
INFINITE EDGE	U.S.	3051529	Surgical Specialties Corporation
INFINITE EDGE and Design	U.S.	3173740	Surgical Specialties Corporation
IQ GEOMETRY	U.S.	3369136	Surgical Specialties Corporation
LOOK	U.S.	1462665	Surgical Specialties Corporation
LUKENS and Design	U.S.	1509149	Surgical Specialties Corporation
M.E.T.	U.S.	1142387	Surgical Specialties Corporation
MONODERM	U.S.	3136533	Surgical Specialties Corporation
MSP	U.S.	3059074	Surgical Specialties Corporation
PILOT TIP	U.S.	3536744	Surgical Specialties Corporation
POLYSYN	U.S.	2872200	Surgical Specialties Corporation
POLYSYN FA	U.S.	2856378	Surgical Specialties Corporation
POLYVIOLENE	U.S.	0863200	Surgical Specialties Corporation
PRACTICE RAT	U.S.	1928251	Surgical Specialties Corporation
QUILL	U.S.	3820056	Surgical Specialties Corporation

Mark	Country	Serial or Reg. No.	Owner
QUILL	U.S.	2967463	Surgical Specialties Corporation
SHARPGUARD	U.S.	3500283	Surgical Specialties Corporation
SHARPNESS IS ONE THING, CONTROL IS EVERYTHING	U.S.	4539343	Surgical Specialties Corporation
SHARPOINT	U.S.	1127212	Surgical Specialties Corporation
SHARPOINT	U.S.	1137798	Surgical Specialties Corporation
SHARPOINT	U.S.	1425636	Surgical Specialties Corporation
SHARPOINT SOLO	U.S.	5087549	Surgical Specialties Corporation
SHARPTOME	U.S.	1788836	Surgical Specialties Corporation
SIMPLIFY YOUR SUTURE	U.S.	86127151	Surgical Specialties Corporation
STYLUS	U.S.	3048213	Surgical Specialties Corporation
STYLUS and Design	U.S.	3048212	Surgical Specialties Corporation
THE SURGEON'S EDGE	U.S.	3372709	Surgical Specialties Corporation
ULTRA GLIDE	U.S.	2293488	Surgical Specialties Corporation
ULTRAPLUG	U.S.	2738444	Surgical Specialties Corporation
BIO-SEAL	U.S.	3109897	Surgical Specialties Corporation (US), Inc.
BIOSENTRY	U.S.	4544384	Surgical Specialties Corporation (US), Inc.
SSC	U.S.	86010495	Surgical Specialties Corporation (US), Inc.
SURGICAL SPECIALTIES	U.S.	86081312	Surgical Specialties Corporation (US), Inc.
SURGICAL SPECIALTIES CORPORATION	U.S.	86010502	Surgical Specialties Corporation (US), Inc.
SURGICAL SPECIALTIES CORPORATION (Stylized)	U.S.	86010504	Surgical Specialties Corporation (US), Inc.
SMALLSTITCH	U.S.	1856678	Surgical Specialties Corporation
STYLUS	U.S.	1762013	Surgical Specialties Corporation