

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427001

| | | | |
|---|---------------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP, as Agent | | 05/08/2017 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | VitalMed, Inc. | | |
| Street Address: | 200 Kenneth Welch Drive | | |
| City: | Lakeville | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02347 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3627620 | VITALMED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312.577.8034 | | |
| Email: | oscar.ruiz@kattenlaw.com | | |
| Correspondent Name: | Oscar Ruiz c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 387132-17 | | |
| NAME OF SUBMITTER: | Oscar Ruiz | | |
| SIGNATURE: | /Oscar Ruiz/ | | |
| DATE SIGNED: | 05/10/2017 | | |
| Total Attachments: 3 | | | |
| source=Executed - PPC Trademark Release (Vitalmed)#page1.tif | | | |
| source=Executed - PPC Trademark Release (Vitalmed)#page2.tif | | | |
| source=Executed - PPC Trademark Release (Vitalmed)#page3.tif | | | |

CH \$40.00 3627620

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of May 8, 2017, by ANTARES CAPITAL LP, in its capacity as Agent (in such capacity, “Agent”; as successor in interest to General Electric Capital Corporation). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, VitalMed, Inc., a Delaware corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of January 7, 2016 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 8, 2016, at Reel 5705, Frame 0319;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby terminates, cancels, releases and discharges its Lien on and security interest in all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (collectively the “Trademark Collateral”):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) 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.

2. Agent hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP (as successor in interest to
General Electric Capital Corporation), as Agent

By: Vince Di Grande
Name: Vince Di Grande
Title: Duly Authorized Signatory

Trademark Release (VitalMed)

TRADEMARK
REEL: 006057 FRAME: 0618

SCHEDULE 1

1. REGISTERED TRADEMARKS

| Mark | Jurisdiction | Application No./ Filing Date | Reg. No./ Reg. Date |
|-------------|---------------------|---|--------------------------------|
| VITALMED | US Federal | 77176559 | 3627620 |
| VITALMED | | 09-MAY-2007 | 26-MAY-2009 |

2. TRADEMARK APPLICATIONS

None.