

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432695

|   |                                   |                       |                           |
|---|-----------------------------------|-----------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                    |                       |                           |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST      |                       |                           |
| <b>CONVEYING PARTY DATA</b>   |                                   |                       |                           |
| <b>Name</b>   | <b>Formerly</b>                   | <b>Execution Date</b> | <b>Entity Type</b>        |
| Fleet Capital Corporation   |                                   | 09/24/2001            | Corporation: RHODE ISLAND |
| <b>RECEIVING PARTY DATA</b>   |                                   |                       |                           |
| <b>Name:</b>  | Lifestream International, Inc.    |                       |                           |
| <b>Street Address:</b>  | 2828 North Crescent Ridge Drive   |                       |                           |
| <b>City:</b>  | The Woodlands                     |                       |                           |
| <b>State/Country:</b>   | TEXAS                             |                       |                           |
| <b>Postal Code:</b>   | 77381                             |                       |                           |
| <b>Entity Type:</b>   | Corporation: TEXAS                |                       |                           |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                   |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                     | <b>Word Mark</b>      |                           |
| <b>Registration Number:</b>   | 1467179                           | SURGIFRESH            |                           |
| <b>Registration Number:</b>   | 1963789                           | SURGIMEDICS           |                           |
| <b>CORRESPONDENCE DATA</b>  |                                   |                       |                           |
| <b>Fax Number:</b>  | 2102268395                        |                       |                           |
| <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> |                                   |                       |                           |
| <b>Phone:</b>   | (210) 554-5292                    |                       |                           |
| <b>Email:</b>   | ipdocket@dykema.com               |                       |                           |
| <b>Correspondent Name:</b>  | Dykema Gossett P.L.L.C.           |                       |                           |
| <b>Address Line 1:</b>  | 112 East Pecan Street, Suite 1800 |                       |                           |
| <b>Address Line 2:</b>  | ATTN: Nicholas Monaghan           |                       |                           |
| <b>Address Line 4:</b>  | San Antonio, TEXAS 78205          |                       |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 114739.1                          |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Nicholas Monaghan                 |                       |                           |
| <b>SIGNATURE:</b>   | /nicholas monaghan/               |                       |                           |
| <b>DATE SIGNED:</b>   | 06/27/2017                        |                       |                           |
| <b>Total Attachments: 8</b>   |                                   |                       |                           |
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| source=Fleet Capital Corp. Security Release#page2.tif   |                                   |                       |                           |
| source=Fleet Capital Corp. Security Release#page3.tif   |                                   |                       |                           |

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source=Fleet Capital Corp. Security Release#page8.tif

## CONSENT PERTAINING TO LOAN AND SECURITY AGREEMENT

This Consent (this "Consent") is dated as of September 24, 2001, is by and among Fleet Capital Corporation, individually as a Lender and as Agent ("Agent") for itself and the Lenders, and Lifestream International, Inc., Surgimedics GmbH and HMT Medizintechnik GmbH (collectively, "Borrowers"). Agent, Lenders and Borrowers are parties to a Loan and Security Agreement dated as of October 1, 1999, as amended to date (as the same is amended hereby or may be further amended or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used in this Consent and not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

Borrowers desire to have Lifestream International, Inc. ("LII") sell and assign to Van Air Systems, Inc., a Pennsylvania corporation ("Buyer"), certain assets owned by LII relating exclusively to the manufacture and sale of smoke evacuation and filtration systems and related components pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the "Van Air Purchase Agreement"), between LII and Buyer (the "Van Air Sale"). Borrowers have requested that Agent and Lenders consent to the Van Air Sale, as required by subsection 8.2.9 of the Loan Agreement. Borrowers have further requested that the Net Proceeds of the Van Air Sale be applied to the Revolving Credit Loans as provided in Section 4(d) below instead of as provided in subsection 3.3.1 of the Loan Agreement (the "Van Air Sale Net Proceed Application").

Now therefore, the parties hereto hereby agree as follows:

1. Consent. In reliance upon the representations and warranties of Borrowers set forth in Section 3 below and subject to the conditions to effectiveness set forth in Section 4 below, Agent and Lenders hereby consent to the Van Air Sale and the Van Air Sale Net Proceed Application; provided, that this is a limited consent and shall not be deemed to constitute a consent to any other existing or future departure from the terms of, or Event of Default under, the Loan Agreement or any of the other Loan Documents.

2. Release of Lien on Van Air Assets. In reliance upon the representations and warranties of Borrowers set forth in Section 3 below and subject to the satisfaction of the conditions to effectiveness set forth in Section 4 below, Agent and Lenders hereby release their Liens on the Van Air Assets (as defined below) and authorize LII to file Uniform Commercial Code partial releases covering solely the Van Air Assets (and no other Collateral whatsoever) so long as: (i) the release language in such partial releases is identical to the language set forth on Exhibit A hereto, (ii) such partial releases pertain only to Uniform Commercial Code financing statements that are currently on file listing Agent as the secured party and LII as the debtor and (iii) prior to filing such partial releases, Borrowers shall deliver such partial releases to Agent to review and confirm that they are in compliance with this Section 2. For the purposes of this Consent, Van Air Assets shall mean solely the "Assets" that are being sold as of the date hereof pursuant to Section 1.1 of the Van Air Purchase Agreement.

3. Representations and Warranties. Borrowers hereby represent and warrant to Agent and Lenders that both before and after giving effect to the transactions contemplated hereby:

(a) there is no Default or Event of Default currently in existence, other than (i) the "Currently Existing Events of Default" described in the certain Notice of Events of Default issued by Agent to Borrowers on January 31, 2001 and (ii) the Event of Default under subsection 10.1.3 caused by Borrowers' failure to deliver financial statements for the month of January, 2001, as required under subsection 8.1.3(ii) of the Loan Agreement;

(b) the representations and warranties of Borrowers contained in the Loan Agreement and the other Loan Documents, are true and correct in all material respects as of the date hereof, with the same effect as though made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct as of such earlier date;

(c) the Van Air Assets have not been used by LII or any other Loan Party except for use in the smoke evacuation and filtration systems business of LII (the "Business") and the sale of the Van Air Assets pursuant to the Van Air Purchase Agreement will have no adverse affect on the business, operations or financial condition of LII or any other Loan Party and no Loan Party will at any time hereinafter engage in the Business;

(d) none of the Van Air Assets are currently included in the Borrowing Base;

(e) the sale of the Van Air Assets has been consummated (i) concurrently with the effectiveness of this Consent, (ii) in full compliance with the provisions of the Loan Agreement, each of the other Loan Documents and applicable law and (iii) in accordance with the Van Air Purchase Agreement; and

(f) attached hereto as Exhibit B is a true, correct and complete executed copy of the Van Air Purchase Agreement and all documents and other agreements related thereto (the "Van Air Purchase Documents").

4. Conditions to Effectiveness. This Consent shall be effective upon receipt by Agent of the following documents/items, all in form and substance satisfactory to Agent:

(a) a fully executed copy of this Consent (including without limitation the Consent and Reaffirmation attached hereto);

(b) a fully executed copy of the Van Air Purchase Documents;

(c) the original \$50,000 Promissory Note referred to in Section 2.1 of the Van Air Purchase Agreement, together with an undated allonge executed in blank by LII in favor of Agent, which such Promissory Note will be held by Agent, for its benefit and the benefit of the Lenders, to further secure the Obligations; and

(d) Agent shall have received from LII Net Proceeds from the Van Air Sale in an amount of at least \$750,000, (i) \$100,000 of which shall be applied by Agent to reduce the outstanding principal balance of Revolving Credit Loans and to permanently reduce the Revolving Loan Commitment by such amount and (ii) \$650,000 of which shall be applied by Agent to reduce the outstanding principal balance of Revolving Credit Loans (and be immediately re-borrowed by Borrowers) but not to permanently reduce the Revolving Loan Commitment.

5. Reaffirmation. Each Borrower hereby reaffirms any and all guaranties executed by such Borrower with respect to the Obligations or any portion thereof, in each case after giving effect to the transactions contemplated by this Consent.

6. Scope. Except as expressly modified by this Consent, the terms of the Loan Agreement (including without limitation all previous amendments thereto) shall remain in full force and effect as executed.

7. Counterparts. This Consent and all other documents and agreements provided for herein or delivered or to be delivered hereunder or in connection herewith may be executed in any number of counterparts, and by the parties hereto and/or thereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement or document, as applicable.

[Signature Page Follows]

SEP 24 2001 5:45 PM FR GOLDBERG  
SEP 29 2001 01:49 PM FLEET CAPITAL

3123322196 TO \*259\*2759121\*171 P.03  
NO. 9154 P. 7

IN WITNESS WHEREOF, this Consent has been duly executed as of the date first above written.

FLEET CAPITAL CORPORATION,  
as Agent and a Lender

By *[Signature]*  
Its *[Signature]*

LIFESTREAM INTERNATIONAL, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

SURGIMEDICS GMBH

By \_\_\_\_\_  
Its \_\_\_\_\_

HMT MEDIZINTECHNIK GMBH

By \_\_\_\_\_  
Its \_\_\_\_\_

IN WITNESS WHEREOF, this Consent has been duly executed as of the date first above written.

FLEET CAPITAL CORPORATION,  
as Agent and a Lender

By \_\_\_\_\_  
Its \_\_\_\_\_

LIFESTREAM INTERNATIONAL, INC.

By *R.W. Klement*  
Its President & CEO

SURGIMEDICS GMBH

By *R.W. Klement*  
Its President & CEO

HMT MEDIZINTECHNIK GMBH

By *R.W. Klement*  
Its President & CEO

CONSENT AND REAFFIRMATION

Each undersigned (each a "Guarantor" and collectively, the "Guarantors") hereby (i) acknowledges receipt of a copy of the foregoing Consent Pertaining to Loan and Security Agreement (the "Consent"); (ii) consents to Borrowers' execution and delivery of the Consent as well as all previous amendments and modifications made to the Loan Agreement and the other Loan Documents (collectively, the "Previous Amendments and Modifications"); (iii) agrees to be bound by the Consent and all Previous Amendments and Modifications; and (iv) affirms that nothing contained in the Consent or any other Previous Amendments and Modifications shall modify in any respect whatsoever (except to the extent expressly provided therein) its guaranty of the Obligations of Borrowers to Agent as provided in any Loan Document to which it is a party and reaffirms that all Loan Documents to which it is a party shall continue to remain in full force and effect. Although Guarantors have been informed of the matters set forth herein and have acknowledged and agreed to same, each Guarantor understands that Agent and Lenders have no obligation to inform any Guarantor of such matters in the future or to seek any Guarantor's acknowledgment or agreement to future amendments, waivers or consents, and nothing herein shall create such a duty.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Reaffirmation on and as of the date of the Consent.

LIFESTREAM INTERNATIONAL HOLDINGS, INC.

By: [Signature]  
Name: R.W. Klewert  
Title: President & CEO

MEDICAL MANUFACTURING SERVICES, INC.

By: [Signature]  
Name: R.W. Klewert  
Title: President & CEO



**EXHIBIT A TO**  
**CONSENT PERTAINING TO**  
**LOAN AND SECURITY AGREEMENT**

Partial Release Language

"Secured party hereby releases its lien on the following currently existing assets (the "Released Assets") of Lifestream International, Inc. ("Debtor") that have been sold pursuant to that certain Asset Purchase Agreement dated as of September 24, 2001 between Debtor and Van Air Systems, Inc (without giving effect to any amendment or other modification thereto, the "Purchase Agreement"):

(a) Equipment. All fixtures, tools, machinery, equipment and other tangible personal property described on Schedule 1.1(a) of the Purchase Agreement;

(b) Inventory. All inventory and supplies described on Schedule 1.1(b) of the Purchase Agreement;

(c) Intellectual Property. All trademarks, trademark applications, trade names, patents, patent applications, trade secrets, know-how, designs, related software and related records and other proprietary rights and information described on Schedule 1.1(c) of the Purchase Agreement;

(d) Name. The name "Surgimedics" and all derivations thereof, and all related names, marks, logos, abbreviations, symbols and designs, including but not limited to the domain name surgimedics.com;

(e) Prepaid Expenses. All prepaid expenses, deposits and other prepayments existing as of September 24, 2001 to the extent included in, or related to, a Released Asset;

(f) Governmental Licenses, Permits and Approvals. All licenses, permits, authorizations, FDA registrations, franchises, concessions, approvals, variances and similar rights granted by any governmental authority described on Schedule 1.1(f) of the Purchase Agreement;

(g) Contracts. The contracts that are described on Schedule 1.1(g) of the Purchase Agreement; and

(h) Records. All records relating to the conduct of the Business described in Schedule 1.1(h) of the Purchase Agreement."

Schedule 1.1(c)  
Intellectual Property

Trademarks for Smoke Evacuation Products

| Trademark Name | Trademark Registration No. | Registration Date |
|----------------|----------------------------|-------------------|
| Plume-inator   | 1,968,618                  | April 16, 1996    |
| Surgifresh     | 1,467,179                  | December 1, 1987  |
| Surgimedics    | 1,963,789                  | March 26, 1996    |
| Surgimedics    | 1,467,178                  | December 1, 1987  |

Patents For Smoke Evacuation Products

| Patent   | Patent No. | Date of Issuance   |
|--|------------|--------------------|
| Self-Contained Air Enhancement and Laser Plume Evacuation System         | 4,986,839  | January 22, 1991   |
| Ultraviolet Air Enhancement and Laser Plume Evacuation Method and System | 5,047,072  | September 10, 1991 |

All trade secrets, know-how, designs, software and other proprietary rights and information exclusively related to the Business.