

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM438436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD BANK, N.A.		08/03/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PIONEER SURGICAL TECHNOLOGY, INC.		
Street Address:	375 River Park Circle		
City:	Marquette		
State/Country:	MICHIGAN		
Postal Code:	49855		
Entity Type:	Corporation: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4488946	TRITIUM	
CORRESPONDENCE DATA			
Fax Number:	6175735850		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	076728.00044		
NAME OF SUBMITTER:	Elizabeth Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	08/08/2017		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of August 3, 2017, is made by and among TD BANK, N.A., as lender and in its capacity as agent ("TD Bank"), and PIONEER SURGICAL TECHNOLOGY, INC., a Michigan corporation ("Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, Security Agreement, or the Trademark Security Agreement (as those terms are defined below).

WHEREAS, TD Bank and the Grantor are parties to a Second Amended and Restated Loan Agreement dated as of July 16, 2013 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") and a Domestic Subsidiary Security Agreement dated as of July 16, 2013 as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement");

WHEREAS, TD Bank and the Grantor are parties to a Domestic Subsidiary Trademark Security Agreement dated as of July 16, 2013, recorded with the United States Patent and Trademark Office ("USPTO") at Trademark Reel/Frame 5079/0360 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged to TD Bank, for the benefit of the Lenders, a lien and security interest (referred to in this Release as the "Security Interest") in the Grantor's present and future right, title and interest in and to (collectively, the "Trademark Collateral");

(a) its Trademarks and the registration thereof, including those referred to on Exhibit A hereto;

(b) all goodwill of Grantor associated with and represented by such Trademarks; and

(c) all rights to sue for past, present and future infringements, and the proceeds thereof, including license royalties and proceeds of infringement suits.

WHEREAS, as to the Trademark in Exhibit A, TD Bank has agreed to terminate and release all of its and the Lenders' right, title and interest in or to such Trademark Collateral, including the Security Interest.

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

1. Release of Lien. TD Bank, on behalf of the Lenders, hereby terminates, extinguishes, cancels, releases and discharges any and all right, title and interest, including the Security Interest, in and to the Trademark Collateral identified in Exhibit A arising in connection with the Loan Agreement, the Security Agreement, or the Trademark Security Agreement and assigns, discharges, quit claims and relinquishes unto Grantor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has in and to the Trademark

Collateral associated with the Trademark in Exhibit A. Notwithstanding the foregoing, it is agreed and understood that the Security Interest remains in full force and effect as to Grantor's other Trademarks not listed on Exhibit A hereto.

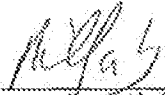
2. Further Assurances. TD Bank hereby authorizes Grantor or Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Security Interest in and to the Trademark Collateral in Exhibit A, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. TD Bank further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in and to such Trademark Collateral.

3. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of Florida, without regard to principles of conflicts of laws requiring application of the law of any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, TD Bank has caused this Release to be executed and delivered by its duly authorized officer as of the date first above written.

TD BANK, N.A.,

By: 
Name: San M. Looney
Title: Central Florida Market President

[Signature Page to Release of Security Interest in Trademarks]

Exhibit A to
Release of Security Interest in Trademarks

United States Trademark Registrations and Applications

Trademark	Serial No.	App. Date	Registration	Registration Date
TRITIUM	85/505687	12/29/2011	4,488,946	02/25/2014