

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Collateral Agent		08/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Beaver-Visitec International, Inc.		
Street Address:	411 Waverly Road, suite 229		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02452		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2178558	VISIDRAPE	
Registration Number:	2211886	PARASOL	
Registration Number:	1783346	ENDO OPTIKS	
Registration Number:	1618630	EDGEAHEAD	
Registration Number:	1528070	VISCOFLOW	
Registration Number:	1483251	VISIFLEX	
Registration Number:	1434606	VISITEC	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Kristin Yohannan, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Kristin L. Yohannan		

CH \$190.00 2178558

SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	08/23/2017
Total Attachments: 4 source=Termination and Release of Trademark Security Interest (BVI Inc.) [Execution Version]#page1.tif source=Termination and Release of Trademark Security Interest (BVI Inc.) [Execution Version]#page2.tif source=Termination and Release of Trademark Security Interest (BVI Inc.) [Execution Version]#page3.tif source=Termination and Release of Trademark Security Interest (BVI Inc.) [Execution Version]#page4.tif	

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of August 21, 2017, by **Cortland Capital Market Services LLC**, as collateral agent (in such capacity, the “Collateral Agent”), in favor of **Beaver-Visitec International, Inc.** (the “Grantor”) pursuant to that certain Second Lien Credit Agreement, dated August 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Beaver-Visitec International Holdings, Inc., a Delaware corporation, Bedrock Intermediate Holdings, Inc., a Delaware corporation, each Co-Borrower from time to time party thereto, Cortland Capital Market Services LLC, as the Administrative Agent and the Collateral Agent, and each lender from time to time party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Pledge and Security Agreement, dated as of August 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement, dated as of August 19, 2016, by and among the Grantor and the Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Grantor: (a) Trademarks of the Grantor listed on Schedule I attached hereto; (b) all goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing (collectively, the “Collateral”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5863, Frame 0324 on August 24, 2016;

WHEREAS, the Collateral Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantor in the Collateral, and to reconvey any and all rights in the Collateral to the Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, relinquishes and discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor’s right, title, and interest in, to and under the Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE OF SECURITY INTEREST IN COLLATERAL 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 REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

Cortland Capital Market Services LLC,
as the Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trade mark	Registration Number	Registration Date	Owner/Grantor
VISIDRAPE	2178558	04-AUG-1998	BEAVER-VISITEC INTERNATIONAL, INC.
PARASOL	2211886	15-DEC-1998	BEAVER-VISITEC INTERNATIONAL, INC.
ENDO OPTIKS	1783346	20-JUL-1993	BEAVER-VISITEC INTERNATIONAL, INC.
EDGEAHEAD	1618630	23-OCT-1990	BEAVER-VISITEC INTERNATIONAL, INC.
VISCOFLOW	1528070	07-MAR-1989	BEAVER-VISITEC INTERNATIONAL, INC.
VISIFLEX	1483251	05-APR-1988	BEAVER-VISITEC INTERNATIONAL, INC.
VISITEC	1434606	31-MAR-1987	BEAVER-VISITEC INTERNATIONAL, INC.