

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440389

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 (US), Inc.		
Street Address:	272 East Deerpath Road, Suite 328		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4620126	READYPAK	
Registration Number:	4668555	NUVISC	
Registration Number:	4765194	I-RING	
Registration Number:	4470939	EXTEND	
Registration Number:	4406747	OSHER THERMODOT	
Registration Number:	4193724	ATOMIC EDGE	
Registration Number:	4023938	KEEPING YOUR VISION IN SIGHT	
Registration Number:	3975998	BVI	
Registration Number:	3979563	BVI	
Registration Number:	3551377	OCUSEAL	
Registration Number:	3253759	XSTAR	
Registration Number:	3208676	WECK-CEL	
Registration Number:	3100759	BLU-SPOT	
Registration Number:	2951829	ARTHRO-LOK	
Registration Number:	2655103	ERASER	
Registration Number:	2760252	CLEANFIELD	
Registration Number:	2321653	WICK N' WIPE	
Registration Number:	2261699	KERASPEAR	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2228185	SWITCH-A-TIP
Registration Number:	2222753	VASECTOR
Registration Number:	2256088	KERACEL
Registration Number:	2166602	NITEYE
Registration Number:	1998820	STAR
Registration Number:	2049333	ULTRACELL
Registration Number:	1723526	BLU-SLIT
Registration Number:	1555640	OP-WIPE
Registration Number:	1208093	BEAVER
Registration Number:	1071363	CAUTERETTE
Registration Number:	1069334	MICRO-SHARP
Registration Number:	1069333	VAR-I-STAT
Registration Number:	1002000	MAXI-LITE
Registration Number:	1001002	OPHTHO-BURR
Registration Number:	1017204	BLU-SPOT
Registration Number:	0994015	ACCU-TEMP
Registration Number:	0968265	WET-FIELD
Registration Number:	0824981	MINI-BLADE
Registration Number:	1002688	I-STAT
Registration Number:	1985660	VARI-TEMP
Registration Number:	1914147	C-LINE
Registration Number:	1031358	ESSAR

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 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

ATTORNEY DOCKET NUMBER:	42845-00700
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	08/23/2017

Total Attachments: 7
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**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 (US), 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 0331 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 Krgang 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
READYPAK	4620126	14-OCT-2014	BEAVER-VISITEC INTERNATIONAL (US), INC.
NUVISC	4668555	06-JAN-2015	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-RING	4765194	30-JUN-2015	BEAVER-VISITEC INTERNATIONAL (US), INC.
EXTEND	4470939	21-JAN-2014	BEAVER-VISITEC INTERNATIONAL (US), INC.
OSHER THERMODOT	4406747	24-SEP-2013	BEAVER-VISITEC INTERNATIONAL (US), INC.
ATOMIC EDGE	4193724	21-AUG-2012	BEAVER-VISITEC INTERNATIONAL (US), INC.
KEEPING YOUR VISION IN SIGHT	4023938	06-SEP-2011	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	3975998	07-JUN-2011	BEAVER-VISITEC INTERNATIONAL (US), INC.
BVI	3979563	14-JUN-2011	BEAVER-VISITEC INTERNATIONAL (US), INC.
OCUSEAL	3551377	23-DEC-2008	BEAVER-VISITEC INTERNATIONAL (US), INC.
XSTAR	3253759	19-JUN-2007	BEAVER-VISITEC INTERNATIONAL (US), INC.

Trade mark	Registration Number	Registration Date	Owner/Grantor
WECK-CEL	3208676	13-FEB-2007	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SPOT	3100759	06-JUN-2006	BEAVER-VISITEC INTERNATIONAL (US), INC.
ARTHRO-LOK	2951829	17-MAY-2005	BEAVER-VISITEC INTERNATIONAL (US), INC.
ERASER	2655103	26-NOV-2002	BEAVER-VISITEC INTERNATIONAL (US), INC.
CLEANFIELD	2760252	02-SEP-2003	BEAVER-VISITEC INTERNATIONAL (US), INC.
WICK N' WIPE	2321653	22-FEB-2000	BEAVER-VISITEC INTERNATIONAL (US), INC.
KERASPEAR	2261699	13-JUL-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
SWITCH-A-TIP	2228185	02-MAR-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
VASECTOR	2222753	09-FEB-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
KERACEL	2256088	22-JUN-1999	BEAVER-VISITEC INTERNATIONAL (US), INC.
NITEYE	2166602	16-JUN-1998	BEAVER-VISITEC INTERNATIONAL (US), INC.
STAR	1998820	03-SEP-1996	BEAVER-VISITEC INTERNATIONAL (US), INC.
ULTRACELL	2049333	01-APR-1997	BEAVER-VISITEC INTERNATIONAL (US), INC.

Trade mark	Registration Number	Registration Date	Owner/Grantor
BLU-SLIT	1723526	13-OCT-1992	BEAVER-VISITEC INTERNATIONAL (US), INC.
OP-WIPE	1555640	12-SEP-1989	BEAVER-VISITEC INTERNATIONAL (US), INC.
BEAVER	1208093	14-SEP-1982	BEAVER-VISITEC INTERNATIONAL (US), INC.
CAUTERETTE	1071363	16-AUG-1977	BEAVER-VISITEC INTERNATIONAL (US), INC.
MICRO-SHARP	1069334	12-JUL-1977	BEAVER-VISITEC INTERNATIONAL (US), INC.
VAR-I-STAT	1069333	12-JUL-1977	BEAVER-VISITEC INTERNATIONAL (US), INC.
MAXI-LITE	1002000	21-JAN-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.
OPHTHO-BURR	1001002	07-JAN-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.
BLU-SPOT	1017204	29-JUL-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.
ACCU-TEMP	0994015	24-SEP-1974	BEAVER-VISITEC INTERNATIONAL (US), INC.
WET-FIELD	0968265	11-SEP-1973	BEAVER-VISITEC INTERNATIONAL (US), INC.
MINI-BLADE	0824981	28-FEB-1967	BEAVER-VISITEC INTERNATIONAL (US), INC.
I-STAT	1002688	28-Jan-1975	BEAVER-VISITEC INTERNATIONAL (US), INC.

Trade mark	Registration Number	Registration Date	Owner/Grantor
VARI-TEMP	1985660	9-Jul-1996	BEAVER-VISITEC INTERNATIONAL (US), INC.
C-LINE	1914147	22-Aug-1995	BEAVER-VISITEC INTERNATIONAL (US), INC.
ESSAR	1031358	27-Jan-1976	BEAVER-VISITEC INTERNATIONAL (US), INC.

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