

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Estate of Leonard I. Malis		07/06/2017	Estate: NEW YORK
RECEIVING PARTY DATA			
Name:	Synergetics IP, Inc.,		
Street Address:	3845 Coiporate Centre Drive,		
City:	O'Fallon		
State/Country:	MISSOURI		
Postal Code:	63368		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1644328	MALIS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	269-389-3998		
Email:	docket.instruments@stryker.com		
Correspondent Name:	David Goldenberg		
Address Line 1:	4100 E. Milham Ave		
Address Line 2:	Office of the general counselC		
Address Line 4:	Kalamazoo, MICHIGAN 49001-6197		
NAME OF SUBMITTER:	david s. goldenberg		
SIGNATURE:	/David. S. Goldenberg/		
DATE SIGNED:	11/09/2017		
Total Attachments: 18			
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RELEASE OF SECURITY INTEREST IN TRADEMARK

This **RELEASE OF SECURITY INTEREST IN TRADEMARK** ("Release") is entered into as of _____ by the Estate of Leonard I. Malis, whose address is at 219-44 Peck Avenue, Queens, New York 11427, as the secured party (the "Estate of Malis"), in favor of Synergetics IP, Inc., a Delaware corporation ("Synergetics IP"), and Successors (as defined below).

WHEREAS, reference is made to (i) that certain Option Agreement by and between Valley Forge Scientific Corp., a predecessor of Synergetics USA, Inc., a Delaware corporation, ("Synergetics USA"), and Leonard I. Malis, dated as of October 22, 2004 (the "Option Agreement"), (ii) that certain Assignment and Assumption Agreement by and between Synergetics USA, as successor to Valley Forge Scientific Corp., and Synergetics IP, dated as of October 12, 2005 (the "Assignment and Assumption Agreement"), (iii) that certain Secured Term Promissory Note by and between Synergetics IP and Synergetics USA, on the one hand, and the Estate of Malis, on the other hand (the "Promissory Note"), and (iv) that certain Security Agreement by and between Synergetics IP and the Estate of Malis, dated as of October 12, 2005 (the "Trademark Security Agreement", and collectively with the Option Agreement, the Assignment and Assumption Agreement, and the Promissory Note, the "Security Documents");

WHEREAS, pursuant to the terms and conditions of the Security Documents, Synergetics IP granted to the Estate of Malis, for the benefit of the Estate of Malis, a security interest in collateral that is described in the Trademark Security Agreement (the "Trademark Collateral"), a redacted version of which is attached hereto as Exhibit A, and includes the "Malis" trademark;

WHEREAS, Synergetics USA and Synergetics IP have performed all of their obligations under the Security Documents, including by making all payments to the Estate of Malis required under the Security Documents;

WHEREAS, under the Security Documents, upon making all payments to the Estate of Malis, the Trademark Security Agreement and the security interest in the Trademark Collateral "shall automatically terminate";

WHEREAS, Stryker Corporation, a Michigan corporation ("Stryker"), subsequent to Synergetics USA and Synergetics IP performing all of their obligations under the Security Documents, including by making all payments to the Estate of Malis required under the Security Documents, acquired all rights, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the "Malis" trademark;

WHEREAS, Lynn Malis, whose address is 279 St. Joseph Avenue, Long Beach, CA 90803, and Larry Malis, whose address is 20 Dewey Road, Lexington, MA 02420, were legally appointed as successor executors of the Estate of Malis, and are authorized and empowered to perform all acts requisite to the proper administration and disposition of the Estate of Malis;

WHEREAS, to the extent that the security interest in the Trademark Collateral did not automatically terminate under the Security Documents, the Estate of Malis, by and through its successor executors Lynn Malis and Larry Malis, desires to release any such security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Estate of Malis, by and through its successor executors, hereby acknowledges

that all payments to the Estate of Malis required under the Security Documents were paid to the Estate of Malis and the security interest in the Trademark Collateral "automatically terminated." To the extent that the Estate of Malis security interest in the Trademark Collateral under the Security Documents did not automatically terminate, the Estate of Malis, by and through its successor executors, hereby terminates, releases, and discharges fully its security interest in any and all of the rights, title, and interest in, to, and under the Trademark Collateral of: (i) Synergetics IP, and (ii) any other individual or entity that obtained or obtains rights, title, and interest in, to, and under the Trademark Collateral, including Stryker ("Successors").

The Estate of Malis, by and through its successor executors, hereby authorizes Synergetics IP and Successors, or the authorized representative(s) of the foregoing, to record this Release with any recording office, including the United States Patent and Trademark Office, or any other authority.

The Estate of Malis, by and through its successor executors, hereby agrees, at the expense of Synergetics IP and Successors, to execute such instruments and to take such other actions as Synergetics IP and Successors may reasonably request to terminate the Estate of Malis' security interest in the relevant Trademark Collateral.

This release 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 Michigan without regard to conflicts of laws principles thereof.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

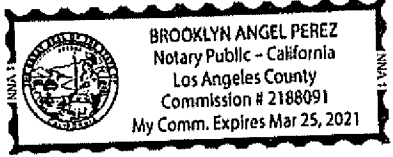
On July 10, 2017 before me, Brooklyn Angel Perez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lynn Malis
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

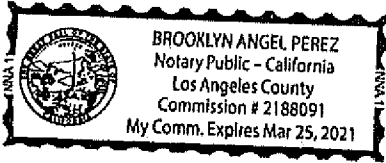
Title or Type of Document: Private security interest in trademark Document Date: _____
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

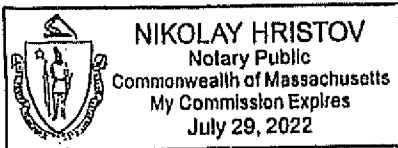
IN WITNESS WHEREOF, the Estate of Leonard I. Malis has caused this Release to be executed and delivered by its duly authorized successor executors as of the date first set forth above.



* see Attachment 138

Estate of Leonard I. Malis,

By: Lynn Malis
Name: Lynn Malis
Title: Successor Executor, Estate of Leonard I. Malis



By: Larry Malis
Name: Larry Malis
Title: Successor Executor, Estate of Leonard I. Malis

(Nikolay Hristov)

EXHIBIT A

SECURITY AGREEMENT

This Security Agreement is made on October 2, 2005,

BETWEEN the Debtor, Synergetics IP, Inc., a Delaware corporation, with a business address of 3845 Corporate Centre Drive, O'Fallon, Missouri 63368, referred to as "Grantor";

AND the Secured Party, Estate of Leonard I. Malis, whose address is at 219-44 Peck Avenue, Queens, New York 11427, referred to as the "Lender".

Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code as in effect from time to time in the State of New York:

REDACTED

- c. **Collateral.** As defined on page 2 of this Agreement.

REDACTED

Grant of Security Interest. To induce Lender to accept the Note and the terms thereof, as payment for Grantor's exercise of a certain option agreement dated October 22, 2004, by and between Grantor, as successor in interest to the Parent Company, and Lender ("Option Agreement") and for other valuable consideration, Grantor grants to Lender a first priority security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have at law or in equity.

Collateral Description. The word "Collateral" as used in this Agreement means the following described property of Grantor, wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

a. All Grantor's rights in the "Malis" trademark and all variations thereof (referred to as "Trademark" or the "Intellectual Property") and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registration and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and the right to obtain all renewals, extensions and continuations thereof.

b. All renewals, of any of the Intellectual Property.

d. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other voluntary or involuntary disposition of any of the Intellectual Property described in this Collateral section and all royalties and licensing fees of, to or from any such Collateral.

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GRANTOR:

Synergetics IP, Inc.

By: 

Gregg D. Scheller, President and CEO

SIGNATURE PAGE TO SYNERGETICS IP, INC. SECURITY AGREEMENT

LENDER:

Estate of Leonard I. Malis

By: *Ruth Malis*
Ruth Malis, Preliminary Executor

SIGNATURE PAGE TO SYNERGETICS IP, INC. SECURITY AGREEMENT