

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP		01/31/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	XERIDIEM MEDICAL DEVICES, INC.		
Street Address:	4700 S. OVERLAND DR.		
City:	TUCSON		
State/Country:	ARIZONA		
Postal Code:	85714		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4532259	OPTIMAX	
Registration Number:	4101550	XERIDIEM	
Registration Number:	4101549	XERIDIEM	
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>		
Email:	mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Matthew Castle		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21367-007		
NAME OF SUBMITTER:	Matthew Castle		
SIGNATURE:	/Matthew Castle/		
DATE SIGNED:	01/31/2018		
Total Attachments: 3			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of January 31, 2018, by ANTARES CAPITAL LP, in its capacity as Agent (in such capacity, “Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, XERIDIEM MEDICAL DEVICES, INC., an Arizona corporation (“Grantor”) and Agent are parties to that certain Trademark Security Agreement dated as of May 8, 2017 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Agent in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 8, 2017, at Reel 6052, Frame 0991;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Agent hereby terminates, cancels, releases and discharges its Lien on and security interest in all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (collectively the “Trademark Collateral”):

- (i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

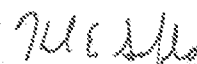
2. Agent hereby grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. This Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

[Signature Page Follows]

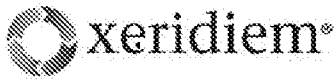
IN WITNESS WHEREOF, Agent has caused this Trademark Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: 
Name: Kirk E. Sonnefeld
Title: Duly Authorized Signatory

SCHEDULE 1

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
OptimaX	US Federal	85949498 3-JUNE- 2013	4532259 20-MAY-2014
Xeridien 	US Federal	85320457 13-MAY-2011	4101550 21-FEB-2012
Xeridien	US Federal	85320435 13-MAY-2011	4101549 21-FEB-2012

2. TRADEMARK APPLICATIONS

None.