

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		05/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aegis Sciences Corporation		
Street Address:	515 Great Circle Road		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37210		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4086011	AEGIS	
Registration Number:	2544255	AEGIS	
Registration Number:	3498957	AEGIS	
Registration Number:	4042759	AEGIS	
Registration Number:	4112691	AEGIS	
Registration Number:	4293178	AEGIS	
Registration Number:	3610392	AEGIS PAINCOMP	
Registration Number:	4404849	AEGIS SHIELD	
Registration Number:	4035856	GET BEHIND THE SHIELD	
Registration Number:	3734198	PAINCOMP	
Registration Number:	3913012	SCIENCE IN DEFENSE OF JUSTICE	
Registration Number:	2210596	ZERO-TOLERANCE	
Registration Number:	2204054	ZERO-TOLERANCE DRUG TESTING	
Registration Number:	4467764	AEGIS NATAL CARE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			

OP \$365.00 4086011

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 05/09/2018

Total Attachments: 6

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(SECOND LIEN) RELEASE OF SECURITY INTEREST IN TRADEMARKS

This (SECOND LIEN) RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 9, 2018 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 24, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 24, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 5, 2014 at Reel/Frame 5230/0634;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor, together with the goodwill of the business symbolized thereby.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MORGAN STANLEY SENIOR FUNDING, INC.,
acting in its capacity as Administrative Agent for the
Lenders

By: *J. Michael Manfred*
Name: Michael Manfred
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Release]

TRADEMARK
REEL: 006379 FRAME: 0418

GRANTOR:

AEGIS SCIENCES CORPORATION

By: *Frank Basile*

Name: Frank Basile

Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Release]

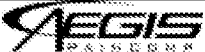
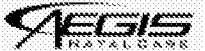
TRADEMARK
REEL: 006379 FRAME: 0419

Schedule A

**Release of Second Lien Trademark Security Agreement recorded March 5, 2014 at Reel/Frame
5230/0634**

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Aegis Sciences Corporation	4086011	AEGIS
Aegis Sciences Corporation	2544255	AEGIS
Aegis Sciences Corporation	3498957	 AEGIS (Design)
Aegis Sciences Corporation	4042759	AEGIS (shield design)
Aegis Sciences Corporation	4112691	AEGIS (shield design)
Aegis Sciences Corporation	4293178	AEGIS (shield design)
Aegis Sciences Corporation	3610392	 AEGIS PAINCOMP (design)
Aegis Sciences Corporation	4404849	AEGIS SHIELD
Aegis Sciences Corporation	4035856	GET BEHIND THE SHIELD
Aegis Sciences Corporation	3734198	PAINCOMP
Aegis Sciences Corporation	3913012	SCIENCE IN DEFENSE OF JUSTICE
Aegis Sciences Corporation	2210596	ZERO-TOLERANCE
Aegis Sciences Corporation	2204054	ZERO-TOLERANCE DRUG TESTING
Aegis Sciences Corporation	4467764	 AEGIS NATAL CARE (design)

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Aegis Sciences Corporation	1092619	Australia	AEGIS
Aegis Sciences Corporation	TMA844246	Canada	AEGIS
Aegis Sciences Corporation	194768	Costa Rica	AEGIS
Aegis Sciences Corporation	176445	Guatemala	AEGIS
Aegis Sciences Corporation	14964	Honduras	AEGIS
Aegis Sciences Corporation	302081664	Hong Kong	AEGIS
Aegis Sciences Corporation	1092619	Japan	AEGIS
Aegis Sciences Corporation	1092619	Switzerland	AEGIS
Aegis Sciences Corporation	1092619	WIPO	AEGIS

Applications:

None