

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489430

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks Previously Recorded at Reel/Frame (6293/0838)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Administrative and Collateral Agent		09/06/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Action Fabricators, Inc.
Street Address:	3760 East Paris Avenue
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	Corporation: MICHIGAN
Name:	CSI Medical, Inc.
Street Address:	170 Commerce Way
City:	Gallatin
State/Country:	TENNESSEE
Postal Code:	49512
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4242318	LAMININ
Registration Number:	4057314	LAMININ
Registration Number:	4242334	LAMININ MEDICAL PRODUCTS
Registration Number:	4057315	LAMININ MEDICAL PRODUCTS
Registration Number:	2697559	C
Registration Number:	3199153	STAYFLEX

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5027

CH \$165.00 4242318

Email: jnull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2475 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 033896/0027

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 09/11/2018

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST – SECOND LIEN

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST - SECOND LIEN (the “Release”), is made as of September 6, 2018 (“Effective Date”), by Antares Capital LP, in its capacity as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”), in favor of Action Fabricators, Inc., a Michigan corporation and CSI Medical, Inc. a Delaware corporation (each, a “Grantor”).

WHEREAS, the Grantors and the Agent are parties to that certain Second Lien Pledge and Security Agreement, dated as of May 16, 2017 (as supplemented by that certain Second Lien Security Agreement Joinder dated as of February 26, 2018 by and among each Grantor and the Agent and as amended, restated, amended and restated, further supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors granted a security interest to the Agent in the IP Collateral (as defined in the Intellectual Property Security Agreement referenced below);

WHEREAS, the Lenders (as defined in the Credit Agreement referred to below) have extended credit to LTI Holdings, Inc., a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of May 16, 2017 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of May 18, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GSR Intermediate Holdco, Inc., a Delaware corporation, the Borrower, the Lenders (as defined therein) from time to time party thereto and the Agent;

WHEREAS, pursuant to the Security Agreement and Credit Agreement, the Grantors were required to execute and deliver that certain Second Lien Intellectual Property Security Agreement, dated as of February 26, 2018, (the “Intellectual Property Security Agreement”) to the Agent;

WHEREAS, pursuant to the Intellectual Property Security Agreement and as security for the prompt and complete payment or performance in full of the Secured Obligations, each Grantor granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the IP Collateral;

WHEREAS, capitalized terms not otherwise defined in this Release shall have the meanings set forth in the Intellectual Property Security Agreement;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office with respect to the Trademarks at Reel 6293, Frame 0838 on March 2, 2018;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office with respect to the Patents at Reel 045514, Frame 0278 on March 2, 2018; and

WHEREAS, the 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 in the IP Collateral, and to reconvey any and all rights in the IP Collateral to the Grantors.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates, releases and discharges, without any representation, warranty, or recourse whatsoever, to Grantor any security interest in and lien upon the IP Collateral, including the Trademarks and Patents set forth on Schedule I and Schedule II and (ii) assigns, transfers, and conveys to the applicable Grantor, without any representation, warranty, or recourse whatsoever, any and all right, title or interest in, or to, the IP Collateral that the Agent may hold.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed, on behalf the Secured Parties, by its duly authorized representative effective as of the Effective Date.

ANTARES CAPITAL LP, as Agent

K. Craig Gallehugh

By: _____



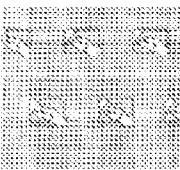
Name: Craig Gallehugh

Title: Duly Authorized Signatory

SCHEDULE I

Security Interest in Trademarks recorded at

Reel 6293 Frame 0838

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	LAMININ	77840905	10/04/2009	4,242,318	11/13/2012	Action Fabricators, Inc.
2.	LAMININ	85109563	08/17/2010	4,057,314	11/15/2011	Action Fabricators, Inc.
3.	LAMININ MEDICAL PRODUCTS and design: 	77897896	12/21/2009	4,242,334	11/13/2012	Action Fabricators, Inc.
4.	LAMININ MEDICAL PRODUCTS and design: 	85109567	08/17/2010	4,057,315	11/15/2011	Action Fabricators, Inc.
5.	C and design: 	76386608	03/25/2002	2,697,559	3/18/2003	CSI Medical, Inc.
6.	STAYFLEX	76464003	11/04/2002	3,199,153	1/16/2007	CSI Medical, Inc.

SCHEDULE II

Security Interest in Patents recorded at

Reel 045514 Frame 0278

	Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
1.	Transparent Film Dressing and a Method for Applying and Making the Same	09/892057	06/26/2001	6,706,940	3/16/2004	CSI Medical, Inc.
2.	Transparent Film Dressing and a Method for Applying and Making the Same	10/654453	09/03/2003	6,797,855	9/28/2004	CSI Medical, Inc.
3.	Dressing and a Method for Applying the Same	10/834704	04/29/2004	6,998,511	2/14/2006	CSI Medical Inc.
4.	Dressing and a Method for Making and Applying a Dressing	10/278672	10/22/2002	7,119,247	10/10/2006	CSI Medical, Inc.
5.	Self Adhering Suction Port Pad Securement Device for Use with a Negative Pressure Wound Healing Drape or Dressing	14/977182	12/21/2015	(US 2016-0206792 A1)	(7/21/2016)	CSI Medical, Inc.