

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502436

|                                   |                                     |                       |                                |
|-----------------------------------|-------------------------------------|-----------------------|--------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                      |                       |                                |
| <b>NATURE OF CONVEYANCE:</b>      | RELEASE OF SECURITY INTEREST        |                       |                                |
| <b>CONVEYING PARTY DATA</b>       |                                     |                       |                                |
| <b>Name</b>                       | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>             |
| The PrivateBank and Trust Company |                                     | 07/15/2015            | State Chartered Bank: ILLINOIS |
| <b>RECEIVING PARTY DATA</b>       |                                     |                       |                                |
| <b>Name:</b>                      | Advantis Medical, Inc.              |                       |                                |
| <b>Street Address:</b>            | 2121 Southtech Drive, Suite 600     |                       |                                |
| <b>City:</b>                      | Greenwood                           |                       |                                |
| <b>State/Country:</b>             | INDIANA                             |                       |                                |
| <b>Postal Code:</b>               | 46143                               |                       |                                |
| <b>Entity Type:</b>               | Corporation: INDIANA                |                       |                                |
| <b>Name:</b>                      | Avalign Technologies, Inc.          |                       |                                |
| <b>Street Address:</b>            | 272 E. Deerpath Road, Suite 208     |                       |                                |
| <b>City:</b>                      | Lake Forest                         |                       |                                |
| <b>State/Country:</b>             | ILLINOIS                            |                       |                                |
| <b>Postal Code:</b>               | 60045                               |                       |                                |
| <b>Entity Type:</b>               | Corporation: DELAWARE               |                       |                                |
| <b>Name:</b>                      | Instrumed International, Inc.       |                       |                                |
| <b>Street Address:</b>            | 626 Cooper Court                    |                       |                                |
| <b>City:</b>                      | Schaumburg                          |                       |                                |
| <b>State/Country:</b>             | ILLINOIS                            |                       |                                |
| <b>Postal Code:</b>               | 60173                               |                       |                                |
| <b>Entity Type:</b>               | Corporation: DELAWARE               |                       |                                |
| <b>Name:</b>                      | Avalign Technologies Holdings, Inc. |                       |                                |
| <b>Street Address:</b>            | 272 E. Deerpath Road, Suite 208     |                       |                                |
| <b>City:</b>                      | Lake Forest                         |                       |                                |
| <b>State/Country:</b>             | ILLINOIS                            |                       |                                |
| <b>Postal Code:</b>               | 60045                               |                       |                                |
| <b>Entity Type:</b>               | Corporation: DELAWARE               |                       |                                |
| <b>Name:</b>                      | NEMCOMED, INC.                      |                       |                                |
| <b>Street Address:</b>            | 8727 Clinton Park Drive             |                       |                                |
| <b>City:</b>                      | Fort Wayne                          |                       |                                |

OP \$40.00 77120043

|                        |                                    |
|------------------------|------------------------------------|
| <b>State/Country:</b>  | INDIANA                            |
| <b>Postal Code:</b>    | 46825                              |
| <b>Entity Type:</b>    | Corporation: OHIO                  |
| <b>Name:</b>           | NEMCOMED FW, LLC                   |
| <b>Street Address:</b> | 8727 Clinton Park Drive            |
| <b>City:</b>           | Fort Wayne                         |
| <b>State/Country:</b>  | INDIANA                            |
| <b>Postal Code:</b>    | 46825                              |
| <b>Entity Type:</b>    | Limited Liability Company: INDIANA |
| <b>Name:</b>           | NGInstruments, Inc.                |
| <b>Street Address:</b> | 4643 North State Road 15           |
| <b>City:</b>           | Warsaw                             |
| <b>State/Country:</b>  | INDIANA                            |
| <b>Postal Code:</b>    | 46582                              |
| <b>Entity Type:</b>    | Corporation: INDIANA               |

**PROPERTY NUMBERS Total: 1**

| Property Type         | Number   | Word Mark            |
|-----------------------|----------|----------------------|
| <b>Serial Number:</b> | 77120043 | AVALIGN TECHNOLOGIES |

**CORRESPONDENCE DATA**

**Fax Number:** 5136516981

*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:** 5136516800

**Email:** trademarks@fbtlaw.com

**Correspondent Name:** Matthew D. Delaney c.o Frost Brown Todd

**Address Line 1:** 3300 Great American Twr., 301 E. 4th St.

**Address Line 4:** Cincinnati, OHIO 45202

|                           |                      |
|---------------------------|----------------------|
| <b>NAME OF SUBMITTER:</b> | Matthew D. Delaney   |
| <b>SIGNATURE:</b>         | /Matthew D. Delaney/ |
| <b>DATE SIGNED:</b>       | 12/18/2018           |

**Total Attachments: 6**

source=Release for 3919999#page1.tif

source=Release for 3919999#page2.tif

source=Release for 3919999#page3.tif

source=Release for 3919999#page4.tif

source=Release for 3919999#page5.tif

source=Release for 3919999#page6.tif

**TERMINATION AND RELEASE  
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Release") dated as of the 15<sup>th</sup> day of July, 2015, by and among The PrivateBank and Trust Company ("Administrative Agent") and (b) Advantis Medical, Inc., an Indiana corporation ("Advantis"), Avalign Technologies, Inc., a Delaware corporation ("Avalign"), Instrumed International, Inc., a Delaware corporation ("Instrumed"), Nemcomed, Inc., an Ohio corporation ("Nemcomed"), Nemcomed FW, LLC, an Indiana limited liability company ("Nemcomed FW") and NGInstruments, Inc., an Indiana corporation ("NGInstruments") and together with Advantis, Avalign, Instrumed, Nemcomed and Nemcomed FW, the "Grantors").

**RECITALS**

A. On or about June 13, 2008, certain of the Grantors executed that certain an Intellectual Property Security Agreement (as the same has been amended and restated, the "IP Assignment") in favor of Administrative Agent, which was recorded at Reel/Frame 003795/0600 with the U.S. Patent and Trademark Office on June 13, 2008, pursuant to which the Grantors conveyed to Administrative Agent a security interest in and to certain intellectual property of the Grantors as set forth on Schedule A hereto (the "Intellectual Property").

B. In connection with the transactions contemplated by that certain Payoff Letter dated July \_\_, 2015 delivered by the Administrative Agent to the Grantors and certain of its affiliates (the "Payoff Letter") the parties desire to terminate the security interest in the Intellectual Property under the IP Assignment and Administrative Agent has agreed to release the security interest in and to the Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Release and Termination of Trademarks. The IP Assignment is hereby terminated. Administrative Agent, on behalf of itself and the Lenders, further hereby (i) terminates, cancels and releases its security interest in and to the Intellectual Property, and (ii) assigns and transfers to the applicable Grantor, without representation, warranty or recourse of any kind or nature, all of the Administrative Agent's right, title and interest in and to the Intellectual Property. The Grantors hereby acknowledge and accept the foregoing release and assignment by the Administrative Agent.

2. Authorization. Administrative Agent hereby authorizes the Grantors (or their designee), at the expense of the Grantors, to file this Release in the applicable filing and recording offices to effect a complete release of the Intellectual Property in accordance with the Payoff Letter.

3. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of Illinois, applicable to contracts to be made and wholly performed within such state.

4. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release of Intellectual Property Security Agreement to be executed as of the day and year first written above.

**Administrative Agent:**

**THE PRIVATEBANK AND TRUST COMPANY,**  
as Administrative Agent

By:   
Name: Todd Kohn  
Title: Managing Director

**Grantors:**

**ADVANTIS MEDICAL, INC.**

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Chief Financial Officer

**AVALIGN TECHNOLOGIES, INC.**

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Secretary

**INSTRUMED INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Vice President

**AVALIGN TECHNOLOGIES HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Secretary

**NEMCOMED, INC.**

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Chief Financial Officer

**NEMCOMED FW, LLC**

By: NEMCOMED, INC., its Manager

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Chief Financial Officer

**NGINSTRUMENTS, INC.**

By: \_\_\_\_\_  
Name: Barbara Sullivan  
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release of Intellectual Property Security Agreement to be executed as of the day and year first written above.

Administrative Agent:

THE PRIVATEBANK AND TRUST COMPANY,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Judd Kohn  
Title: Managing Director

Grantors:

ADVANTIS MEDICAL, INC.

By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Chief Financial Officer

NEMCOMED, INC.

By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Chief Financial Officer

AVALIGN TECHNOLOGIES, INC.

By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Secretary

NEMCOMED FW, LLC

By: NEMCOMED, INC., its Manager  
By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Chief Financial Officer

INSTRUMED INTERNATIONAL, INC.

By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Vice President

NGINSTRUMENTS, INC.

By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Chief Financial Officer

AVALIGN TECHNOLOGIES HOLDINGS, INC.

By: Barbara M. Sullivan  
Name: Barbara Sullivan  
Title: Secretary

Schedule A

PATENTS:

INSTRUMED INTERNATIONAL, INC.

PATENT LICENSES

1. Instrumed has been granted a license by James A. Scheniter to produce, market and sell a certain device covered under a patent application (Case No. 9692/20) with the USPTO, pursuant to the License Agreement by and between Instrumed and James A. Scheniter, effective date May 1, 2007.

NEMCOMED, INC.

I. PATENT REGISTRATIONS

| <u>Patent</u>                         | <u>Reg. No.</u> | <u>Date</u>      |
|---------------------------------------|-----------------|------------------|
| Engraving Tool and Method for Forming | 6,095,723       | August 1, 2000   |
| Bone Drill                            | 6,312,432       | November 6, 2001 |
| Orthopaedic Retractor                 | D522,140        | May 30, 2006     |
| Orthopaedic Retractor                 | D523,142        | June 13, 2006    |

II. PATENT APPLICATIONS

| <u>Patent</u>     | <u>Application No.</u> | <u>Date</u>    |
|-------------------|------------------------|----------------|
| Patella Protector | 11/115,007             | April 26, 2005 |

III. PATENT LICENSES

1. Nemcomed has been granted a license by Bondhus Corporation to design, manufacture, market and distribute certain tools covered by one or more claims of U.S. Patent Nos. 6,684,741 and 6,681,662, pursuant to the Exclusive Manufacturing, Marketing and Distribution Agreement by and between Bondhus Corporation and Nemcomed dated effective May 5, 2005;
2. Nemcomed has been granted a license by Hi-Tech Solutions, LLC to develop, manufacture, distribute and market a certain device under the Provisional Patent Application No. 60/557,050, pursuant to the

Exclusive Manufacturing, Marketing and Distribution Agreement by and between Hi-Tech Solutions, LLC and Nemcomed dated effective February 23, 2005;

3. Nemcomed has been granted a license by Flex Technology, Inc. to manufacture, have manufactured, use and sell certain products covered by one or more claims of U.S. Patent Nos. 6,053,922 and 6,447,518 and European Patent No. 0 849 572 B1 pursuant to the Nonexclusive License Agreement by and between Flex Technology, Inc. and Nemcomed dated effective December 5, 2005;
4. Nemcomed has been granted a license by HD Medical Innovations, LLC to manufacture, market and distribute a certain fluid suction device pursuant to the Exclusive Manufacturing, Marketing and Distribution Agreement dated effective March 15, 2006 by and between Nemcomed and HD Medical Innovations, LLC.

TRADEMARKS:

INTRUMED INTERNATIONAL, INC.:

I. TRADEMARK

| <u>Mark</u> | <u>Registration No.</u> | <u>Date</u> |
|-------------|-------------------------|-------------|
| Diesel      | 3,406,495               | 4/1/08      |

II. UNREGISTERED TRADEMARKS

Mark

Intrumed International Inc.

ADVANTIS MEDICAL, INC.:

I. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|-------------|------------------------|-------------|
| Advantis    | 78/945,424             | 8/4/06      |

II. UNREGISTERED TRADEMARKS

Mark

1. Steripack Inc.
2. Advantis Medical Inc.
3. The Advantis Advantage

NEMCOMED, INC.:

I. TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Application No.</u> | <u>Date</u> |
|-------------|------------------------|-------------|
| Mobility    | 76/637,797             | 5/3/05      |

## II. UNREGISTERED TRADEMARKS

1. Nemcomed
2. Access
3. Specture
4. Uni-Knee
5. Flex-shaft
6. Hahn no-clog suction devise
7. Making the Difference

### AVALIGN TECHNOLOGIES, INC.:

#### I. TRADEMARK APPLICATIONS

| <u>Mark</u>                     | <u>Application No.</u> | <u>Date</u> |
|---------------------------------|------------------------|-------------|
| Avalign Technologies and Design | 77/975,078             | 3/1/07      |
| Avalign                         | 77/975,196             | 3/1/07      |
| Avalign                         | 77/120,068             | 3/1/07      |
| Avalign Technologies            | 77/120,077             | 3/1/07      |
| Avalign Technologies            | 77/975,195             | 3/1/07      |
| Avalign Technologies and Design | 77/120,043             | 3/1/07      |
| Design Mark                     | 77/975,170             | 3/1/07      |
| Design Mark                     | 77/120,021             | 3/1/07      |

### COPYRIGHTS:

#### NEMCOMED, INC.:

#### COPYRIGHT LICENSES

1. Nemcomed has been granted a non-exclusive, non-transferable license to use certain software products provided by Automatic Data Processing, Inc. pursuant to the AutoPay Sales Order entered into by Nemcomed on October 10, 2005.