

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM503297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Société Générale, as collateral agent		12/21/2018	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	Avalign Technologies, Inc.		
Street Address:	272 E. Deerpath Road, Suite 208		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
Name:	Avalign Technologies Holdings, Inc.		
Street Address:	272 E. Deerpath Road, Suite 208		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: DELAWARE		
Name:	Avalign Intermediate Holdings, LLC		
Street Address:	272 E. Deerpath Road, Suite 208		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Advantis Medical, Inc.		
Street Address:	2121 Southtech Drive, Suite 600		
City:	Greenwood		
State/Country:	INDIANA		
Postal Code:	46143		
Entity Type:	Corporation: INDIANA		
Name:	Instrumed International, Inc.		
Street Address:	2121 Southtech Drive, Suite 600		

OP \$315.00 4002831

City:	Greenwood
State/Country:	INDIANA
Postal Code:	46143
Entity Type:	Corporation: DELAWARE
Name:	Nemcomed FW, LLC
Street Address:	8727 Clinton Park Drive
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46825
Entity Type:	Limited Liability Company: INDIANA
Name:	Nemcomed, Inc
Street Address:	8727 Clinton Park Drive
City:	Fort Wayne
State/Country:	INDIANA
Postal Code:	46825
Entity Type:	Corporation: OHIO
Name:	NGInstruments, Inc.
Street Address:	2121 Southtech Drive, Suite 600
City:	Greenwood
State/Country:	INDIANA
Postal Code:	46143
Entity Type:	Corporation: INDIANA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4002831	AVALIGN EDGE
Registration Number:	3890642	NEMCOMED
Registration Number:	3883209	AVALIGN
Registration Number:	3440565	AVALIGN
Registration Number:	3449379	AVALIGN TECHNOLOGIES
Registration Number:	3919999	AVALIGN TECHNOLOGIES
Registration Number:	3908280	AVALIGN TECHNOLOGIES
Registration Number:	3914633	
Registration Number:	3440564	
Registration Number:	3449380	AVALIGN TECHNOLOGIES
Registration Number:	3485022	ADVANTIS
Registration Number:	3496315	MOBILITY

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: 200 PARK AVE, 28TH FLOOR
Address Line 2: C/O PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1030037 2L TM RLSE
--------------------------------	--------------------

NAME OF SUBMITTER:	ALANA GRAMER
---------------------------	--------------

SIGNATURE:	/ALANA GRAMER/
-------------------	----------------

DATE SIGNED:	12/21/2018
---------------------	------------

Total Attachments: 4

source=Avalign - Second Lien Trademark Release (2015 Collateral)(139351001_1)#page1.tif
source=Avalign - Second Lien Trademark Release (2015 Collateral)(139351001_1)#page2.tif
source=Avalign - Second Lien Trademark Release (2015 Collateral)(139351001_1)#page3.tif
source=Avalign - Second Lien Trademark Release (2015 Collateral)(139351001_1)#page4.tif

**RELEASE OF SECOND LIEN SECURITY INTEREST
IN TRADEMARKS**

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of as of December 21, 2018 (the “Effective Date”) from Société Générale, as collateral agent for the benefit of certain lenders (in such capacity, the “Collateral Agent”) to Avalign Technologies, Inc., Avalign Technologies Holdings, Inc., Avalign Intermediate Holdings, LLC, Advantis Medical, Inc., Instrumed International, Inc., Nemcomed FW, LLC, Nemcomed, Inc. and NGInstruments, Inc. (collectively, the “**Grantors**”).

WHEREAS, the Grantors were party to a Second Lien Pledge and Security Agreement (as amended, modified or supplemented in accordance with its terms, the “Second Lien Security Agreement”) dated as of July 15, 2015 in favor of Collateral Agent and for the benefit of certain lenders;

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors and the Collateral Agent entered into that certain Intellectual Property Security Agreement, dated as of July 15, 2015 (the “Second Lien Trademark Security Agreement” all capitalized terms used, but not defined, herein have the definition assigned to them in the Second Lien Trademark Security Agreement);

WHEREAS, pursuant to the Second Lien Trademark Security Agreement the Grantors granted to Collateral Agent, for the benefit of the lenders, a security interest in and to all of the Grantors’ right, title and interest in the Grantors’ Intellectual Property Collateral, including the trademarks listed on Exhibit A attached hereto (the “Released Marks”), and the goodwill associated therewith;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 15, 2015, at Reel 5577, Frame 0127;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Collateral Agent, on behalf of itself, its successors, legal representatives and assigns, without representation or warranty of any kind, express or implied, free and clear of any claims by Collateral Agent, (i) hereby releases and discharges fully its security interest in and to the Released Marks, and retransfers to Grantors, all of Collateral Agent's right, title and interest in and to the Released Marks, the goodwill associated therewith, and all causes of action for past infringement, if any; and (ii) terminates the Second Lien Trademark Security Agreement with respect to the Released Marks.

This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

IN WITNESS WHEREOF, Collateral Agent has executed this Release of Security Interest in Trademarks as of the Effective Date.

SOCIETE GENERALE, as Collateral Agent

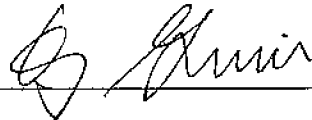


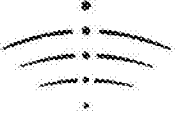
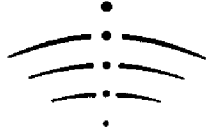
By: 
Name: _____
Title: _____ EDWARD J. GRIMM
DIRECTOR

EXHIBIT A
TRADEMARKS

Grantor	Mark	Registration No. or Application No.	Date
Avalign Technologies, Inc.	AVALIGN EDGE	4002831	26-JUL-2011
Avalign Technologies, Inc.	NEMCOMED	3890642	14-DEC-2010
Avalign Technologies, Inc.	AVALIGN	3883209	30-NOV-2010
Avalign Technologies, Inc.	AVALIGN	3440565	03-JUN-2008
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES  AVALIGN TECHNOLOGIES	3449379	17-JUN-2008
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES  AVALIGN TECHNOLOGIES	3919999	15-FEB-2011
Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES	3908280	18-JAN-2011
Avalign Technologies, Inc.	<i>Design Only</i> 	3914633	01-FEB-2011
Avalign Technologies, Inc.	<i>Design Only</i> 	3440564	03-JUN-2008

Avalign Technologies, Inc.	AVALIGN TECHNOLOGIES	3449380	17-JUN-2008
Advantis Medical, Inc.	ADVANTIS	3485022	12-AUG-2008
Nemcomed, Inc.	MOBILITY	3496315	02-SEP-2008