

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503546

<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>
Bank of Boston Connecticut		12/27/2018	Chartered Bank: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beaver-Visitec International (US), Inc.		
<b>Street Address:</b>	500 Totten Pond Road - 10 CityPoint		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1555640	OP-WIPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9732010660		
<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>			
<b>Phone:</b>	973-486-4114		
<b>Email:</b>	lbudzyn@budzyn-ip.com		
<b>Correspondent Name:</b>	Ludomir A. Budzyn		
<b>Address Line 1:</b>	Budzyn IP Law, LLC		
<b>Address Line 2:</b>	120 Eagle Rock Avenue, Ste. 328		
<b>Address Line 4:</b>	East Hanover, NEW JERSEY 07936		
<b>NAME OF SUBMITTER:</b>	Ludomir A. Budzyn		
<b>SIGNATURE:</b>	/Ludomir A. Budzyn/		
<b>DATE SIGNED:</b>	12/27/2018		
<b>Total Attachments: 30</b>			
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# BUDZYN

IP LAW

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

December 27, 2018

Re: Release of Security Interest Recorded at Reel/Frame 1181/0104 With Respect to U.S.  
Trademark Registration No. 1,555,640  
Our Reference No. 2070-0

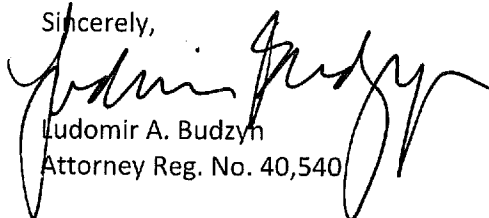
Dear Sir/Madam,

With respect to U.S. Trademark Registration No. 1,555,640 (hereinafter "the Trademark"), a security interest in favor of Bank of Boston Connecticut was recorded at Reel/Frame 1181/0104. (hereinafter "the Security Interest"). A copy of the Security Interest as recorded, along with cover sheet, are attached hereto as Exhibit 1.

It is noted that the Trademark is currently owned by Beaver-Visitec International (US), Inc. (hereinafter "BVI"). To date, the Security Interest is showing as being outstanding. BVI, through its counsel, has sought to obtain a release of the Security Interest, as the Security Interest has in fact extinguished some time ago. Based on public records, Bank of Boston Connecticut, through various transactions, has become part of Bank of America Corporation. Attached hereto as Exhibit 2 is a listing of Bank of America Corporation's affiliates as of December 31, 2017 which was filed in support of a 10-K Annual Report filed on February 22, 2018 by Bank of America Corporation, with the U.S. Securities Exchange Commission (SEC). Bank of Boston Connecticut not is listed amongst these affiliates. BVI's counsel was unable to locate a successor-in-interest to assets of Bank of Boston Connecticut.

Accordingly, pursuant to §12 of the Security Interest, BVI considers the Security Interest extinguished. This submission is being filed to act as a showing of release from the Security Interest.

Sincerely,



Ludomir A. Budzyn  
Attorney Reg. No. 40,540

Attachments: Exhibits 1 & 2

Budzyn IP Law, LLC, 120 Eagle Rock Avenue, Suite 328, East Hanover, NJ 07936  
T: (973) 486-4114 F: (973) 201-0660 W: [www.budzyn-ip.com](http://www.budzyn-ip.com)

**TRADEMARK**

**REEL: 006567 FRAME: 0358**

# EXHIBIT 1

Schedule I

MEROCEL CORPORATION  
U.S. TRADEMARK APPLICATIONS

<u>Trademark OF Service Mark</u>	<u>Application No.</u>	<u>Application Date</u>
ENTECH	74/421,744	08/09/93
FAST-PAK	74/397,778	06/04/93
MEROCEL	74/439,805	09/24/93
MEROCEL	74/439,989	09/24/93
MEROCEL	74/441,859	09/30/93
MEROSILK	74/454,205	11/04/93
MEROSPLINT	74/435,828	09/30/93
MYSTICEL	74/441,858	09/30/93
ULTRA-CEL	74/278,079	05/26/92

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Schedule II

MEROCEL CORPORATION  
U.S. TRADEMARK REGISTRATIONS

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ELVIS	1,768,542	05/04/93
ENDOWIPE	1,814,315	12/28/93
LASER-GUARD	1,759,700	03/23/93
LAMICEL	1,283,242	06/26/84
LAMICEL OSMOTIC CERVICAL DILATOR & Design	1,285,921	07/17/84
MEROCEL	1,051,189	10/26/76
MERODINE	1,525,189	02/21/89
MEROSTAT	1,802,640	11/02/93
MEROWIPE	1,802,528	11/02/93
OP-WIPE	1,555,640	09/12/89
SCOPE SCRUBBER	1,767,853	04/27/93
SOF-DOTS	1,669,360	12/24/91

TRADEMARK

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TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of April 15, 1994, between MEROCEL CORPORATION, a Delaware corporation having its principal place of business at 950 Flanders Road, Mystic, Connecticut 06355 (the "Pledgor"), and BANK OF BOSTON CONNECTICUT (the "Secured Party"), as agent for itself and the other Lenders which are or may become parties (the "Lenders") to that certain Credit Agreement dated as of April 15, 1994 among the Pledgor, Merocel/Xomed Holdings, Inc., Xomed-Treace, Inc. and Xomed-Treace, P.R. Inc. (collectively, the "Borrowers"), the Secured Party and the Lenders, as the same may be amended, restated, modified or supplemented from time to time (the "Credit Agreement").

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrowers under the Credit Agreement that the Pledgor execute and deliver to the Secured Party a trademark agreement in substantially the form hereof;

WHEREAS, the Borrowers have executed and delivered to the Secured Party the Security Agreement (as defined in the Credit Agreement), pursuant to which each of the Borrowers has granted to the Secured Party, for the benefit of the Lenders, a security interest in all of the Borrowers' personal property and fixture assets, including without limitation Pledgor's trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

§1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2(a).

Associated Goodwill. All goodwill of the Pledgor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Pledgor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights,

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the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Pledgor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Pledgor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Pledgor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Pledgor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Pledgor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

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(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Pledgor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Pledgor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Pledgor, or to which the Pledgor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Pledgor or the Secured Party to enforce, and sue and recover for, any breach or violation of any such agreement to which the Pledgor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications which have the basis of use for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Pledgor or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Pledgor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Pledgor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Pledgor or are now owned, held or used by the Pledgor, in the Pledgor's business, or with the Pledgor's

products and services, or in which the Pledgor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Pledgor in the Pledgor's business or with the Pledgor's products and services, or in which the Pledgor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Pledgor or its business or for the direct or indirect benefit of the Pledgor or its business, including all such uses by the Pledgor itself, by any of the affiliates of the Pledgor, or by any franchisee, licensee or contractor of the Pledgor.

§2. Grant of Security Interest.

(a) As collateral security for the payment and performance in full of all of the Obligations, the Pledgor hereby unconditionally grants to the Secured Party, for the benefit of the Lenders, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Secured Party. In addition, the Pledgor has executed in blank and delivered to the Secured Party an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Pledgor hereby authorizes the Secured Party to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Secured Party's remedies under this Trademark Agreement and the Security Agreement.

(b) In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2(a), the Pledgor grants, assigns, transfers, conveys and sets over to the Secured Party the Pledgor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Secured Party at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Secured Party) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Pledgor to the Secured Party or its nominee in lieu of foreclosure).

(c) Pursuant to the Security Agreement the Pledgor has granted to the Secured Party, for the benefit of the Lenders, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall

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this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Pledged Trademarks (and any and all obligations of the Pledgor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Pledgor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

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§3. Representations, Warranties and Covenants. The Pledgor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Pledgor; (b) except as set forth on Schedule 7.8 to the Credit Agreement, the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) except as set forth on Schedule 7.8 to the Credit Agreement, to the best of the Pledgor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) except as set forth on Schedule 7.8 to the Credit Agreement, to the best of the Pledgor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) except as set forth on Schedule 7.8 to the Credit Agreement, to the best of Pledgor's knowledge no valid claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Pledgor's knowledge, there is no infringement by the Pledgor of the trademark rights of others; (f) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Pledgor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (g) the Pledgor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants,

licensors and licensees that will enable them to comply with the covenants herein contained; (h) the Pledgor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Pledgor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Secured Party, for the benefit of the Lenders, a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements with the Connecticut Secretary of State under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Pledgor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Pledgor, or (ii) for the perfection of or the exercise by the Secured Party of any of its rights and remedies hereunder with respect to the Pledged Trademarks which are registered with the PTO or any state governmental or regulatory authority, agency or office.

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§4. Inspection Rights. The Pledgor hereby grants to the Secured Party and its employees and agents the right to visit the Pledgor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

§5. No Transfer or Inconsistent Agreements. Without the Secured Party's prior written consent, the Pledgor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Pledgor's obligations under this Trademark Agreement or the Security Agreement.

§6. After-acquired Trademarks, Etc.

(a) If, before the Obligations shall have been finally paid and satisfied in full, the Pledgor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Pledgor shall promptly provide to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interest therein.

(b) The Pledgor authorizes the Secured Party to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Pledgor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

§7. Trademark Prosecution.

(a) The Pledgor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Secured Party in connection with the Secured Party's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Pledgor shall retain trademark counsel acceptable to the Secured Party.

(b) The Pledgor shall have the right and the duty, through trademark counsel acceptable to the Secured Party, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Pledgor. The Pledgor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Secured Party, which consent shall not be unreasonably withheld.

(c) The Pledgor shall have the right and the duty to bring suit or other action in the Pledgor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Pledgor may require the Secured Party to join in such suit or action as necessary to assure the Pledgor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Secured Party is completely satisfied that such joinder will not subject the Secured Party to any risk of liability. The Pledgor shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, costs and expenses, including legal fees, incurred by the Secured Party pursuant to this §7(c).

(d) In general, the Pledgor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the

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Pledged Trademarks. The Pledgor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks; provided that, so long as no Default or Event of Default has occurred and is continuing, the Pledgor may, with the prior written consent of the Agent, cancel or allow to become abandoned those Pledged Trademarks which Pledgor deems to be in its best interest to cancel or allow to become abandoned, and such action shall not be deemed a breach of the Security Agreement or any other Loan Document.

(e) Promptly upon obtaining knowledge thereof, the Pledgor will notify the Secured Party in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Pledgor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Pledgor or the Secured Party to dispose of any of the Pledged Trademarks or the rights and remedies of the Secured Party in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

TRADEMARK

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§8. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2(b)), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Connecticut, and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Secured Party in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Pledgor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Pledgor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permitted under applicable law,

purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

§9. Collateral Protection. If the Pledgor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Pledgor shall be breached, the Secured Party, in its own name or that of the Pledgor (in the sole discretion of the Secured Party), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Pledgor agrees promptly to reimburse the Secured Party for any reasonable cost or expense incurred by the Secured Party in so doing.

§10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Pledgor does hereby make, constitute and appoint the Secured Party (and any officer or agent of the Secured Party as the Secured Party may select in its exclusive discretion) as the Pledgor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Secured Party, for the benefit of the Lenders, to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Pledgor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Pledgor is obligated to execute and do hereunder. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Secured Party from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Secured Party under this power of attorney (except for the gross negligence or willful misconduct of the Secured Party). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

§11. Further Assurances. The Pledgor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Party may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Secured Party the grant, perfection and priority of the Secured Party's security interest in the Pledged Trademarks.

§12. Termination. At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Secured Party shall, upon the written

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TRADEMARK

request and at the expense of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Pledgor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Secured Party by the Pledgor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Secured Party pursuant hereto or the Security Agreement.

§13. Course of Dealing. No course of dealing between the Pledgor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

§14. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Pledgor.

§15. Overdue Amounts. Until paid, all amounts due and payable by the Pledgor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

§16. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY ASSUMES NO LIABILITIES OF THE PLEDGOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE PLEDGOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE PLEDGOR, AND THE PLEDGOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

§17. Notices. All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be

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in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Pledgor, at 950 Flanders Road, Mystic, Connecticut 06355, Attention: Mark K. Adams, or at such other address for notice as the Pledgor shall last have furnished in writing to the person giving the notice; and

(b) if to the Secured Party, at 81 West Main Street, Waterbury, Connecticut 06702, Attention: Garth J. Collins, or at such other address for notice as the Secured Party shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**§18. Amendment and Waiver.** This Trademark Agreement is subject to modification only by a writing signed by the Secured Party and the Pledgor, except as provided in §6(b). The Secured Party shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Secured Party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**§19. Governing Law; Consent to Jurisdiction.** THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. The Pledgor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of Connecticut or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Pledgor by mail at the address specified in §17. The Pledgor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**§20. Waiver of Jury Trial.** THE PLEDGOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Pledgor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Pledgor (a) certifies that neither the Secured Party nor any representative, agent or attorney

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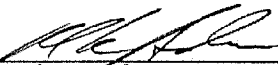
of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this §20.

§21. Prejudgment Remedy Waiver. THE PLEDGOR ACKNOWLEDGES THAT THE FINANCING EVIDENCED HEREBY IS A COMMERCIAL TRANSACTION WITHIN THE MEANING OF CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES. THE PLEDGOR HEREBY WAIVES ITS RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a ET. SEQ. AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES THE SECURED PARTY MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. MORE SPECIFICALLY, THE PLEDGOR ACKNOWLEDGES THAT THE SECURED PARTY'S ATTORNEY MAY, PURSUANT TO CONN. GEN. STAT. §52-278f, ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT SECURING A COURT ORDER. THE PLEDGOR ACKNOWLEDGES AND RESERVES ITS RIGHT TO NOTICE AND A HEARING SUBSEQUENT TO THE ISSUANCE OF A WRIT FOR PREJUDGMENT REMEDY AS AFORESAID AND THE SECURED PARTY ACKNOWLEDGES THE PLEDGOR'S RIGHT SAID HEARING SUBSEQUENT TO THE ISSUANCE OF SAID WRIT.

§22. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Pledgor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Pledgor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Trademark Agreement to be executed as of the day and year first above written.

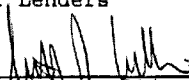
MEROCEL CORPORATION

By:   
Mark K. Adams  
Its President

(Signatures continued on next page)

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BANK OF BOSTON CONNECTICUT  
as Agent for itself and the  
other Lenders

By:   
Garth J. Collins  
Its Assistant Vice President

STATE OF NEW YORK )  
                          ) ss. Hartford  
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 15TH day of April, 1994, personally appeared Mark K. Adams to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Merocel Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said corporation acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
My commission expires:

WHITNEY WITT  
Notary Public, State of New York  
No. 5020477  
Qualified - New York County  
Commission Exp. Nov. 15, 1995

TRADEMARK

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**Schedule A**

1. U.S. Trademark Registrations and Applications - See Annex 1 hereto.
2. Foreign Trademarks Owned and Applications Pending - See Annex 2 hereto.

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TRADEMARK

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Annex 1

MEROCEL CORPORATION  
U.S. TRADEMARK REGISTRATIONS

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ELVIS	1,768,542	05/04/93
ENDOWIPE	1,814,315	12/28/93
LASER-GUARD	1,759,700	03/23/93
LAMICEL	1,283,242	06/26/84
LAMICEL OSMOTIC CERVICAL DILATOR & Design	1,285,921	07/17/84
MEROCEL	1,051,189	10/26/76
MERODINE	1,525,189	02/21/89
MEROSTAT	1,802,640	11/02/93
MEROWIPE	1,802,528	11/02/93
OP-WIPE	1,555,640	09/12/89
SCOPE SCRUBBER	1,767,853	04/27/93
SOF-DOTS	1,669,360	12/24/91

TRADEMARK

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MEROCEL CORPORATION  
U.S. TRADEMARK APPLICATIONS

<u>Trademark or Service Mark</u>	<u>Application No.</u>	<u>Application Date</u>
ENTECH	74/421,744	08/09/93
FAST-PAK	74/397,778	06/04/93
MEROCEL	74/439,805	09/24/93
MEROCEL	74/439,989	09/24/93
MEROCEL	74/441,859	09/30/93
MEROSILK	74/454,205	11/04/93
MEROSPLINT	74/435,828	09/30/93
MYSTICEL	74/441,858	09/30/93
ULTRA-CEL	74/278,079	05/26/92

TRADEMARK

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Annex 2

MEROCEL CORPORATION  
FOREIGN TRADEMARKS OWNED AND APPLICATIONS PENDING

<u>COUNTRY</u>	<u>MARK</u>	<u>APP. NO.</u>	<u>FILED</u>	<u>REG. NO.</u>	<u>REGISTERED</u>
Canada	ULTRA-CEL			421,115	12/17/93
Spain	ULTRA-CEL	1,719,580	09/08/92		
Italy	ULTRA-CEL	M192C 006911	10/08/92		
U.K.	ULTRA-CEL	1512438	09/11/92		
Germany	ULTRA-CEL			2044467	09/09/93
France	ULTRA-CEL			92436838	10/09/92
Canada	MEROCEL			349,698	01/06/89
U.K.	MEROCEL			B1092131	03/08/78
U.K.	MEROCEL			1323911	10/13/87
France	MEROCEL			1430706	10/14/87
Italy	MEROCEL			532,649	08/07/90
Japan	MEROCEL			2229987	03/31/90

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Merocel Corporation, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 950 Flanders Road, Mystic, Connecticut 06355 (the "Pledgor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

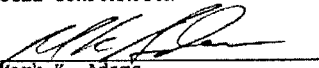
WHEREAS, Bank of Boston Connecticut, as agent, a Connecticut state chartered savings bank, having a place of business at 81 West Main Street, Waterbury, Connecticut 06702 (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Pledgor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

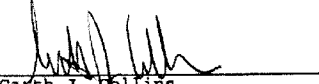
IN WITNESS WHEREOF, the Pledgor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 15th day of April, 1994.

MEROCEL CORPORATION

By:   
Mark K. Adams  
Its President

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Pledgor to the Assignee is hereby accepted as of the 15th day of April, 1994.

BANK OF BOSTON CONNECTICUT as agent for  
itself and the other Lenders

By:   
Garth J. Collins  
Its Assistant Vice President

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STATE OF NEW YORK )  
 ) ss: New York  
COUNTY OF NEW YORK)

Before me, the undersigned, this 15th day of April, 1994, personally appeared Mark K. Adams, known to me to be the President of Merocel Corporation, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

*Whitney P. Witt*

~~Commissioner of the Superior Court~~  
Notary Public  
My commission expires:

[Seal]

WHITNEY WITT  
Notary Public, State of New York  
No. 5020477  
Qualified in New York County  
Exp. Expires Nov. 15, 1995

TRADEMARK

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Annex

Trademark  
or  
Service Mark

Registrations --  
United States Patent and Trademark Office  
Registration No.      Registration Date

Trademark  
or  
Service Mark

Pending Applications --  
United States Patent and Trademark Office  
Serial No.      Filing Date

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TRADEMARK

Foreign Trademarks and Trademark Registrations

Country/ Reference	Trademark or Service Mark	Registrations -- Registration No.	Registration Date
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Country/ Reference	Trademark or Service Mark	Pending Foreign Applications -- Filing Date	Serial No.
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TRADEMARK

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# EXHIBIT 2

**Direct and Indirect Subsidiaries of Bank of America Corporation  
As of December 31, 2017**

<b>Name</b>	<b>Location</b>	<b>Jurisdiction</b>
BA Continuum India Private Limited	Hyderabad, India	India
BA Credit Card Funding, LLC	Charlotte, NC	Delaware
BA Electronic Data Processing (Guangzhou) Ltd.	Guangzhou, PRC	People's Republic of China
BAC Canada Finance Company	Toronto, Ontario, Canada	Canada
BAC North America Holding Company	Charlotte, NC	Delaware
BAL Investment & Advisory, Inc.	San Francisco, CA	Delaware
BAMS Solutions, Inc.	Louisville, KY	Ohio
BANA Holding Corporation	Charlotte, NC	Delaware
Banc of America FSC Holdings, Inc.	San Francisco, CA	Delaware
Banc of America Leasing & Capital, LLC	San Francisco, CA	Delaware
Banc of America Preferred Funding Corporation	Charlotte, NC	Delaware
Banc of America Public Capital Corp	Charlotte, NC	Kansas
Banc of America Securities Asia Limited	Hong Kong, PRC	Hong Kong
Bank of America California, National Association	San Francisco, CA	United States of America
Bank of America Custodial Services (Ireland) Limited	Dublin, Ireland	Ireland
Bank of America Malaysia Berhad	Kuala Lumpur, Malaysia	Malaysia
Bank of America Merrill Lynch Banco Multiplo S.A.	Sao Paulo, Brazil	Brazil
Bank of America Merrill Lynch International Designated Activity Company	Dublin, Ireland	Ireland
Bank of America Merrill Lynch International Limited	London, U.K.	United Kingdom
Bank of America Mexico, S.A., Institucion de Banca Multiple	Mexico City, Mexico	Mexico
Bank of America Singapore Limited	Singapore, Singapore	Singapore
Bank of America, National Association	Charlotte, NC	United States of America
BankAmerica International Financial Corporation	San Francisco, CA	United States of America
Blue Ridge Investments, L.L.C.	Charlotte, NC	Delaware
BofA Canada Bank	Toronto, Ontario, Canada	Canada
BofA Finance LLC	Charlotte, NC	Delaware
BofAML EMEA Funding Limited	St. Helier, Jersey	Jersey
BofAML Jersey Holdings Limited	St. Helier, Jersey	Jersey
CM Investment Solutions Limited	London, U.K.	United Kingdom
Countrywide Financial Corporation	Calabasas, CA	Delaware
Countrywide Home Loans, Inc.	Calabasas, CA	New York
DSP Merrill Lynch Limited	Mumbai, India	India
Financial Data Services, LLC	Jacksonville, FL	Florida
Managed Account Advisors LLC	Jersey City, NJ	Delaware
Merrill Lynch (Asia Pacific) Limited	Hong Kong, PRC	Hong Kong
Merrill Lynch (Australia) Futures Limited	Sydney, Australia	Australia
Merrill Lynch (Singapore) Pte. Ltd.	Singapore, Singapore	Singapore
Merrill Lynch Argentina S.A.	Capital Federal, Argentina	Argentina
Merrill Lynch B.V.	Amsterdam, Netherlands	Netherlands
Merrill Lynch Bank and Trust Company (Cayman) Limited	George Town, Grand Cayman, Cayman Is.	Cayman Islands
Merrill Lynch Canada Inc.	Toronto, Ontario, Canada	Canada
Merrill Lynch Capital Markets Espana, S.A., S.V.	Madrid, Spain	Spain
Merrill Lynch Capital Services, Inc.	New York, NY	Delaware
Merrill Lynch Commodities Canada, ULC	Toronto, Ontario, Canada	Canada
Merrill Lynch Commodities, Inc.	Houston, TX	Delaware
Merrill Lynch Corredores de Bolsa SpA	Santiago, Chile	Chile
Merrill Lynch Credit Reinsurance Limited	Hamilton, Bermuda	Bermuda
Merrill Lynch Derivative Products AG	Zurich, Switzerland	Switzerland
Merrill Lynch Equities (Australia) Limited	Sydney, Australia	Australia
Merrill Lynch Equity S.a.r.l.	Luxembourg, Luxembourg	Luxembourg
Merrill Lynch Far East Limited	Hong Kong, PRC	Hong Kong
Merrill Lynch Financial Markets, Inc.	New York, NY	Delaware
Merrill Lynch Global Services Pte. Ltd.	Singapore, Singapore	Singapore
Merrill Lynch International	London, U.K.	United Kingdom
Merrill Lynch International & Co. C.V.	Curacao, Netherlands Antilles	Curacao
Merrill Lynch International, LLC	New York, NY	Delaware
Merrill Lynch Israel Ltd.	Tel Aviv, Israel	Israel
Merrill Lynch Japan Finance GK	Tokyo, Japan	Japan

Merrill Lynch Japan Securities Co., Ltd.	Tokyo, Japan	Japan
Merrill Lynch Luxembourg Finance S.A.	Luxembourg, Luxembourg	Luxembourg
Merrill Lynch Malaysian Advisory Sdn. Bhd.	Kuala Lumpur, Malaysia	Malaysia
Merrill Lynch Markets (Australia) Pty. Limited	Sydney, Australia	Australia
Merrill Lynch Markets Singapore Pte. Ltd.	Singapore, Singapore	Singapore
Merrill Lynch Mexico, S.A. de C.V., Casa de Bolsa	Mexico City, Mexico	Mexico
Merrill Lynch Professional Clearing Corp.	New York, NY	Delaware
Merrill Lynch Reinsurance Solutions LTD	Hamilton, Bermuda	Bermuda
Merrill Lynch S.A. Corretora de Titulos e Valores Mobiliarios	Sao Paulo, Brazil	Brazil

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<b>Name</b>	<b>Location</b>	<b>Jurisdiction</b>
Merrill Lynch Securities (Taiwan) Ltd.	Taipei, Taiwan	Taiwan
Merrill Lynch Securities (Thailand) Limited	Bangkok, Thailand	Thailand
Merrill Lynch South Africa Proprietary Limited	Gauteng, South Africa	South Africa
Merrill Lynch Yatirim Bank A.S.	Istanbul, Turkey	Turkey
Merrill Lynch, Kingdom of Saudi Arabia Company	Kingdom of Saudi Arabia	Saudi Arabia
Merrill Lynch, Pierce, Fenner & Smith, Incorporated	New York, NY	Delaware
ML Equity Solutions Jersey Limited	St. Helier, Jersey	Jersey
ML UK Capital Holdings Limited	London, U.K.	United Kingdom
Mortgages 1 Limited	London, U.K.	United Kingdom
Mortgages plc	London, U.K.	United Kingdom
NB Holdings Corporation	Charlotte, NC	Delaware
OOO Merrill Lynch Securities	Moscow, Russia	Russia Federation
PT Merrill Lynch Sekuritas Indonesia	Jakarta, Indonesia	Indonesia
ReconTrust Company, National Association	Simi Valley, CA	United States of America
U.S. Trust Company of Delaware	Wilmington, DE	Delaware
Wave Lending Limited	London, U.K.	United Kingdom

Pursuant to Item 601(b)(21)(ii) of Regulation S-K, the names of certain other subsidiaries of Bank of America Corporation are omitted. These subsidiaries, considered in the aggregate, would not constitute a "significant subsidiary" under SEC rules.