# CH \$915.00 367523;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM522526

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Virtus Group, LP		05/07/2019	Limited Partnership: TEXAS

## **RECEIVING PARTY DATA**

Name:	Surgical Specialties Corporation	
Street Address:	247 Station Drive, Suite NE1	
City:	Westwood	
State/Country:	MASSACHUSETTS	
Postal Code:	02090	
Entity Type:	Corporation: DELAWARE	
Name:	Surgical Specialties Corporation (US), Inc.	
Street Address:	247 Station Drive, Suite NE1	
City:	Westwood	
State/Country:	MASSACHUSETTS	
Postal Code:	02090	
Entity Type:	Corporation: WASHINGTON	

### **PROPERTY NUMBERS Total: 36**

900497574

Property Type	Number	Word Mark
Registration Number:	3675233	B. G. SULZLE
Registration Number:	4486051	CLEAR CONTROL 3D
Registration Number:	2964393	CLEARPORT
Registration Number:	2709946	CLEARTRAP
Registration Number:	2967366	DERMA GLIDE
Registration Number:	1776381	EYE GARTER
Registration Number:	3051529	INFINITE EDGE
Registration Number:	3173740	INFINITE EDGE
Registration Number:	3369136	IQ GEOMETRY
Registration Number:	1462665	LOOK
Registration Number:	1509149	LUKENS
Registration Number:	1142387	M.E.T.
Registration Number:	3136533	MONODERM

Property Type	Number	Word Mark	
Registration Number:	3059074	MSP	
Registration Number:	3536744	PILOT TIP	
Registration Number:	2872200	POLYSYN	
Registration Number:	2856378	POLYSYN FA	
Registration Number:	863200	POLYVIOLENE	
Registration Number:	2967463	QUILL	
Registration Number:	3820056	QUILL	
Registration Number:	3500283	SHARPGUARD	
Registration Number:	4539343	SHARPNESS IS ONE THING, CONTROL IS EVERY	
Registration Number:	1127212	SHARPOINT	
Registration Number:	1137798	SHARPOINT	
Registration Number:	1425636	SHARPOINT	
Registration Number:	5087549	SHARPOINT SOLO	
Registration Number:	1788836	SHARPTOME	
Registration Number:	3048213	STYLUS	
Registration Number:	3048212	STYLUS	
Registration Number:	3372709	THE SURGEON'S EDGE	
Registration Number:	2293488	ULTRA GLIDE	
Registration Number:	2738444	ULTRAPLUG	
Serial Number:	86010495	SSC	
Serial Number:	86953276	SURGICAL SPECIALTIES CORPORATION	
Serial Number:	86953268	SURGICAL SPECIALTIES CORPORATION	
Serial Number:	86953281	SURGICAL SPECIALTIES	

### **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:** 4159848700

Email: lagueda@omm.com

Correspondent Name: Maya F. Spitzer/Lisa Agueda
Address Line 1: 2 Embarcadero Center FI 28

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Lisa Agueda, Attorney
SIGNATURE:	/Lisa Agueda/
DATE SIGNED:	05/07/2019

**Total Attachments: 5** 

source=KKR-SSC - Release of Security Interest in Trademarks (US) [Executed]#page1.tif source=KKR-SSC - Release of Security Interest in Trademarks (US) [Executed]#page2.tif

source=KKR-SSC - Release of Security Interest in Trademarks (US) [Executed]#page3.tif source=KKR-SSC - Release of Security Interest in Trademarks (US) [Executed]#page4.tif source=KKR-SSC - Release of Security Interest in Trademarks (US) [Executed]#page5.tif

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS ("Release") is granted as of May 7, 2019 by VIRTUS GROUP, LP, as administrative agent for the Lenders (the "Administrative Agent"), in favor of SURGICAL SPECIALTIES CORPORATION, a Delaware corporation, and SURGICAL SPECIALTIES CORPORATION (US), INC., a Washington corporation (collectively, the "Grantors" and each individually, a "Grantor"); and

WHEREAS, the Grantors, the other loan parties from time to time party thereto, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Security Agreement, dated as of March 10, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Security Agreement"); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or Trademark Agreement (defined below);

WHEREAS, the Grantors have executed and delivered that certain Trademark Security Agreement, dated as of March 10, 2017, which was recorded with the United States Patent and Trademark Office on March 10, 2017, at Reel 6007 and Frame 0740 (as modified by that certain Partial Release of Security Interest in Trademarks, dated as of August 14, 2018, which was recorded with the United States Patent and Trademark Office on August 21, 2018, at Reel 6426 and Frame 0616, the "*Trademark Agreement*"), pursuant to which the Grantors granted a security interest in all of their right, title and interest in, to and under certain Trademarks; and

**WHEREAS**, the Administrative Agent (acting at the direction of the Lenders) now desires to terminate and discharge fully its interest in the Trademarks described in the Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in <u>Schedule A</u> annexed hereto (the "*Trademark Collateral*").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral. If, and to the extent that the Administrative Agent has acquired any right, title and interest in, to, and under the Trademark Collateral, the Administrative Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors. The Administrative Agent terminates and cancels the Trademark Agreement.

The Administrative Agent agrees to take all further actions, and provide to the Grantors and their respective 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 Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Administrative Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

34041174 OMM\_US:76759844.4 THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

OMM\_US:76759844.4

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

VIRTUS GROUP, LP, as Agent

By:

Name:

Title:

# SCHEDULE "A"

# **Trademarks**

# Registrations:

Owner	Mark	Reg. Date	Reg. Number
Surgical Specialties Corporation	B.G. SULZLE 9/1/09		3675233
Surgical Specialties Corporation	CLEAR CONTROL 3D	2/18/14	4486051
Surgical Specialties Corporation	CLEARPORT	6/28/05	2964393
Surgical Specialties Corporation	CLEARTRAP	4/22/03	2709946
Surgical Specialties Corporation	DERMA GLIDE	7/12/05	2967366
Surgical Specialties Corporation	EYE GARTER	6/15/93	1776381
Surgical Specialties Corporation	INFINITE EDGE	1/24/06	3051529
Surgical Specialties Corporation	INFINITE EDGE and Design	11/21/06	3173740
Surgical Specialties Corporation	IQ GEOMETRY	1/15/08	3369136
Surgical Specialties Corporation	LOOK	10/27/87	1462665
Surgical Specialties Corporation	LUKENS and Design	10/18/88	1509149
Surgical Specialties Corporation	M.E.T.	10/9/80	1142387
Surgical Specialties Corporation	MONODERM	8/29/06	3136533
Surgical Specialties Corporation	MSP	2/14/06	3059074
Surgical Specialties Corporation	PILOT TIP	11/25/08	3536744
Surgical Specialties Corporation	POLYSYN	8/10/04	2872200
Surgical Specialties Corporation	POLYSYN FA	6/22/04	2856378
Surgical Specialties Corporation	POLYVIOLENE	1/7/69	863200
Surgical Specialties Corporation	QUILL (Licensed to Johnson & Johnson (Ethicon))	7/12/05	2967463
Surgical Specialties Corporation	QUILL (Licensed to Johnson & Johnson (Ethicon))	7/20/10	3820056

OMM\_US:76759844.4

Surgical Specialties Corporation	SHARPGUARD	9/9/08	3500283
Surgical Specialties Corporation	SHARPNESS IS ONE THING, CONTROL IS EVERYTHING	5/27/14	4539343
Surgical Specialties Corporation	SHARPOINT	12/4/79	1127212
Surgical Specialties Corporation	SHARPOINT	7/15/80	1137798
Surgical Specialties Corporation	SHARPOINT	1/20/87	1425636
Surgical Specialties Corporation	SHARPOINT SOLO	11/22/16	5087549
Surgical Specialties Corporation	SHARPTOME	8/17/93	1788836
Surgical Specialties Corporation	STYLUS	1/24/06	3048213
Surgical Specialties Corporation	STYLUS and Design	1/24/06	3048212
Surgical Specialties Corporation	THE SURGEON'S EDGE	1/22/08	3372709
Surgical Specialties Corporation	ULTRA GLIDE	11/16/99	2293488
Surgical Specialties Corporation	ULTRAPLUG	7/15/03	2738444

# Applications:

Owner	Mark/Name	Application Date	Application No.
Surgical Specialties Corporation (US), Inc.	SSC	86/010495	7/15/13
Surgical Specialties Corporation (US), Inc.	SURGICAL SPECIALTIES CORPORATION (Stylized/Design)	86/953276	3/25/16
Surgical Specialties Corporation (US), Inc.	SURGICAL 86/953268 SPECIALTIES CORPORATION Standard Word Mark		3/25/16
Surgical Specialties Corporation (US), Inc.	SURGICAL SPECIALTIES Standard Character Mark	86/953281	3/25/16