

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MADISON CAPITAL FUNDING LLC, as Agent		07/03/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BIOCOAT, INCORPORATED		
<b>Street Address:</b>	123 Rock Road		
<b>City:</b>	Horsham		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19044		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2920107	HBA	
<b>Registration Number:</b>	3181670	PICSI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435599		
<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>	404-443-5647		
<b>Email:</b>	cfraser@mcguirewoods.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1230 Peachtree Street, NE		
<b>Address Line 2:</b>	McGuireWoods LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>SIGNATURE:</b>	//Carol Fraser//		
<b>DATE SIGNED:</b>	07/03/2019		
<b>Total Attachments: 3</b>			
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## **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** (“Partial Release”) is made as of July 3, 2019 (“Effective Date”) executed by Madison Capital Funding LLC, in its capacity as agent (“Agent”) in favor of Biocoat, Incorporated, a Delaware corporation (as successor to Biocoat, Incorporated, a Pennsylvania corporation) (“Grantor”). Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement (defined below).

**WHEREAS**, pursuant to the terms and conditions of that Credit Agreement, dated as of December 20, 2018 (as the same may be amended, modified, extended or restated from time to time, the “Agreement”), the Grantor granted to Agent, pursuant to a Guarantee and Collateral Agreement, dated as of December 20, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) a Lien on and security interest in, all of its right, title and interest in the trademarks and trademark licenses, registrations and recordings thereof, and all applications in connection therewith; all goodwill associated therewith or symbolized thereby (collectively the “Trademark Collateral”);

**WHEREAS**, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of December 20, 2018 in favor of the Agent (the “Trademark Agreement”) to evidence the Agent’s security interest in and Lien on the Trademarks;

**WHEREAS**, the Trademark Agreement was recorded with the United States Patent and Trademark Office on December 20, 2018 at Reel 6561 Frame 0230;

**WHEREAS**, pursuant to the terms and conditions of that certain Asset Purchase Agreement between Coopersurgical, Inc. and Biocoat, Incorporated, dated as of July 3, 2019, Agent has consented to the release of the lien on and security interest in specific trademarks; and

**WHEREAS**, the Agent wishes to release and restore all of its right, title and interest in and dissolve those liens and encumbrances created by the Trademark Agreement solely with respect to the specific trademarks set forth on Schedule 1 attached hereto (the “Released Trademarks”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby releases, assigns and conveys, without recourse or warranty, to the Grantor all of its rights, title and interest in the Released Trademarks, and terminates, releases, discharges, quitclaims and relinquishes unto Grantor any and all security interests and liens it has against the Released Trademarks; and

**FURTHER**, the Trademark Agreement remains (following the foregoing release in respect of the Released Trademarks) in full force and effect as among the Agent and the Grantor in respect of all continuing Trademarks.

IN WITNESS WHEREOF, Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

MADISON CAPITAL FUNDING LLC

By: Rebecca Shaoul

Name: Rebecca Shaoul

Title: Director

TRADEMARK RELEASE

TRADEMARK  
REEL: 006686 FRAME: 0115

**SCHEDULE I**

Released Trademarks

USA	HBA	78304309	9/23/2003	2920107	1/18/2005
USA	PICSI	78494968	10/5/2004	3181670	12/5/2006

TRADEMARK RELEASE

**RECORDED: 07/03/2019**

**TRADEMARK  
REEL: 006686 FRAME: 0116**