# CH \$40.00 266511

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM543913

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		10/04/2019	Corporation: MARYLAND

### **RECEIVING PARTY DATA**

Name:	LABSTAT INTERNATIONAL INC.	
Street Address:	LABSTAT INTERNATIONAL INC.	
Internal Address:	262 Manitou Dr., Kitchener	
City:	Ontario	
State/Country:	CANADA	
Postal Code:	N2C1L3	
Entity Type:	Corporation: BRITISH COLUMBIA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2665113	LABSTAT

### **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

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:** 212-969-3000

Email: snagorny@proskauer.com

Correspondent Name: Daniel Pollick
Address Line 1: Proskauer Rose
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

NAME OF SUBMITTER:	Daniel Pollick
SIGNATURE:	/Daniel Pollick/
DATE SIGNED:	10/04/2019

### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARK COLLATERAL

October 4, 2019

This TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of October 4, 2019, by ARES CAPITAL CORPORATION, in its capacity as Collateral Agent under the Credit Agreement (as defined below) (the "Collateral Agent"), in favor of LABSTAT INTERNATIONAL INC. (the "Pledgor").

WHEREAS, the Pledgor and the Collateral Agent entered into that certain Credit Agreement dated as of June 25, 2018 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Initial Holdings, the Lenders and the Issuing Banks from time to time party thereto and the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that Canadian Collateral Agreement dated as of June 25, 2018 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Collateral Agreement"), pursuant to which the Pledgor executed and delivered that certain U.S. Trademark Security Agreement dated as of June 25, 2018, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 6363, Frame 0252, on June 25, 2018 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "U.S. Trademark Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgor, granted to the Collateral Agent, a security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the United States trademark referred to on Schedule A hereto ("Released Registered Trademark");

WHEREAS, Pledgor has requested that the Collateral Agent release its security interest in all right, title and interest of Pledgor in the Released Registered Trademark;

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in all right, title and interest of Pledgor in the Released Registered Trademark as provided in this Release.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Trademark Security Agreement.

- Release of Security Interest; Further Assurances. Collateral Agent hereby (i) fully, absolutely, unconditionally and irrevocably terminates, cancels, releases, relinquishes and discharges all of its security interest of Pledgor in or to the Trademark Collateral, including without limitation, the Released Registered Trademarks, (ii) acknowledges and agrees that the Trademark Security Agreement has been terminated and that the Collateral Agent shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral and effect the release of such rights to Pledgor and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.
- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,

as Collaferul Agent

By:

Name:

Title

[Signature Page to Termination and Release of a Security Interest in Trademark Collateral]

## **SCHEDULE A**

# Trademark Registration:

**RECORDED: 10/04/2019** 

		Registration Date
LABSTAT	2665113 (U.S.)	2002-12-24