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ETAS ID: TM556496

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association, successor in interest to MB Financial Bank, N.A.		01/07/2020	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Banner Service Corporation		
Street Address:	494 East Lies Road		
City:	Carol Stream		
State/Country:	ILLINOIS		
Postal Code:	60188		
Entity Type:	Corporation: ILLINOIS		

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

Property Type	Number	Word Mark
Registration Number:	4385099	BANNER ASSURANCE

#### **CORRESPONDENCE DATA**

**Fax Number:** 6173106001

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.

Email: fayerbergr@gtlaw.com
Correspondent Name: Roman Fayerberg

Address Line 1: Greenberg Traurig, LLP

Address Line 2: One International Place, Suite 2000
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	184020-010200	
NAME OF SUBMITTER:	Roman Fayerberg	
SIGNATURE:	/rfayerberg/	
DATE SIGNED:	01/08/2020	

#### **Total Attachments: 3**

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> TRADEMARK REEL: 006833 FRAME: 0429

## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement, (this "Release Agreement"), dated as of January 7, 2020, is made by FIFTH THIRD BANK, NATIONAL ASSOCIATION, a national banking association and successor in interest to MB Financial Bank, N.A., (the "Agent") in favor of BANNER SERVICE CORPORATION, an Illinois corporation and BANNER MEDICAL INNOVATIONS, INC., an Indiana corporation (together, the "Grantors").

WHEREAS, the Grantors and the Agent entered into that certain Loan and Security Agreement dated as of November 16, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantors and the Agent entered into that certain Trademark Security Agreement, dated as of December 6, 2016, recorded with the United States Patent and Trademark Office on December 6, 2016 at Reel 5936, Frame 0088 (the "Trademark Security Agreement"), whereby the Grantors granted Agent a security interest in the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the trademarks set forth on Schedule A attached hereto; and

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied; and

WHEREAS, the Agent has agreed to terminate and release its security interest and all of its right, title and interest in the Trademark Collateral, as herein provided.

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

- 1. Release and Assignment. The Agent hereby discharges, terminates and releases its security interest in all of the Trademark Collateral secured by the Loan Agreement or the Trademark Security Agreement, and the Agent hereby assigns and transfers to the Grantors, without recourse, all of the Agent's right, title and interest in and to the Trademark Collateral and the related registrations and goodwill, effective as of the date set forth above.
- 2. <u>Further Assurances</u>. The Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release Agreement at the Grantors' sole cost and expense.

[Signature Page Follows]

TRADEMARK
REEL: 006833 FRAME: 0430

IN WITNESS WHEREOF, the Agent has executed this Termination and Release of Trademark Security Agreement as of the date written above.

> FIFTH **THIRD** BANK, NATIONAL ASSOCIATION, a national banking association and successor in interest to MB Financial Bank, N.A.

Kathy Bohnan, Assistant Vice President

**TRADEMARK** REEL: 006833 FRAME: 0431

### **SCHEDULE A**

<u>Mark</u>	Registrant	Registration No.	Registration Date
BANNER ASSURANCE	Banner Service Corporation	4,385,099	08/13/2013

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**RECORDED: 01/08/2020**