

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM610701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		11/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Key Surgical LLC		
Street Address:	8101 Wallace Road		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4314950	AIRFLOW CAP	
Registration Number:	3671312	KEY SURGICAL	
Registration Number:	3671313	K KEY SURGICAL	
Registration Number:	3464527	KEYDOT	
Registration Number:	2268717	KEY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	11/24/2020		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of November 18, 2020, by ARES CAPITAL CORPORATION ("Agent") in favor of Key Surgical LLC, a Delaware limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement or the Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Guaranty and Security Agreement, dated as of June 1, 2017, by and among Agent, Grantor and the other Credit Parties party thereto from time to time (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), Grantor granted to Agent, for its benefit and the benefit of the Lenders, a security interest in and lien upon substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guaranty and Security Agreement, including registrations and applications therefor), and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower under the Credit Agreement;

WHEREAS, pursuant to the Guaranty and Security Agreement, Agent and Grantor entered into that certain Trademark Security Agreement, dated as of June 1, 2017 (the "Security Agreement"), to record Agent's security interest in the Trademark Collateral (as defined below), including the Trademarks set forth on Schedule A annexed hereto;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on June 7, 2017, at Reel 6078, Frame 0519;

WHEREAS, Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign any and all right, title and interest in, to and under the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations of the Guaranty and Security Agreement for Agent to release its security interest in the Trademark Collateral.

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

1. Agent hereby releases its security interest in Grantor's entire right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule A annexed hereto, together with all renewals and extensions of the foregoing; and

(b) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or impairment thereof.

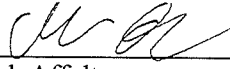
2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.

3. This Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has duly executed this Release as of the date first above written.

ARES CAPITAL CORPORATION

By: 
Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE A

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/ Applicant
AIRFLOW CAP	76711499	5/16/12	4314950	4/2/13	Registered	Key Surgical LLC
KEY SURGICAL	76691132	7/9/08	3671312	8/25/09	Registered	Key Surgical LLC
K KEY SURGICAL	76691133	7/9/08	3671313	8/25/09	Registered	Key Surgical LLC
KEYDOT	78948254	8/9/06	3464527	7/8/08	Registered	Key Surgical LLC
KEY	75471778	4/21/98	2268717	8/10/99	Renewed (Registered)	Key Surgical LLC