

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		02/25/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Precept Medical Products, LLC, formerly Precept Medical Products, Inc.		
Street Address:	370 Airport Road		
City:	Arden		
State/Country:	NORTH CAROLINA		
Postal Code:	28704		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3456840	FLUIDGARD	
Registration Number:	1853564	FOG SHIELD	
Registration Number:	1309835	PRECEPT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0437		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	02/26/2021		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this “Release”), dated as of February 25, 2021, is made by Antares Capital LP, as agent (in such capacity, the “Agent”), in favor of Precept Medical Products, LLC, a Pennsylvania limited liability company (formerly Precept Medical Products, Inc., a Pennsylvania corporation) (the “Grantor”), pursuant to the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified to date, the “Credit Agreement”), by and among Blades Buyer, Inc., the Agent and the Lenders from time to time party thereto;

WHEREAS, pursuant to the Credit Agreement, that certain Guarantee and Collateral Agreement, dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by the Grantor in favor of the Agent, and those certain agreements described on Annex I attached hereto (collectively with the Guarantee and Collateral Agreement, the “Security Agreements”), the Grantor granted a security interest (the “Security Interest”) in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term “IP Collateral”, as used herein, shall mean all of the Grantor’s right, title and interest in, to and under the Collateral, including the Patents and Trademarks listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Credit Agreement or the Security Agreements, as applicable.

2. Release of Security Interest. Agent, acting at the direction of the Secured Parties, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of Grantor, and its successors and assigns, all security interests, charges and encumbrances (including its Security Interest) granted by Grantor pursuant to the Security Agreements, including those in and to the IP Collateral, and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

4. Further Assurances. From time to time after the date hereof, upon Grantor's reasonable request, or upon the reasonable request of Grantor's successors, assigns or other legal representatives, Agent agrees to provide Grantor or its successors, assigns or other legal representatives with any information and additional authorization and documentation necessary to more fully and effectively effect the release of Agent's Security Interest in the IP Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

7. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property Collateral by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,
as Agent

By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

ANNEX I

Trademark Security Agreement recorded with the United States Patent and Trademark Office on May 1, 2020 at Reel 6928, Frame 0887.

Patent Security Agreement recorded with the United States Patent and Trademark Office on May 1, 2020 at Reel 052551, Frame 0925.

ANNEX II

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Precept Medical Products, Inc.	U.S.	FLUIDGARD	3456840	July 1, 2008
Precept Medical Products, Inc.	U.S.	FOG SHIELD	1853564	September 13, 1994
Precept Medical Products, Inc.	U.S.	PRECEPT	1309835	December 18, 1984

PATENT REGISTRATIONS AND APPLICATIONS FOR PATENTS

<u>Current Assignee</u>	<u>Country</u>	<u>Publication Number</u>	<u>Application Number</u>	<u>Filed Date</u>	<u>Patent No.</u>
Precept Medical Products, Inc.	U.S.	US 2005-0222655 A1	11/094,046	03-30-2005	7,972,368
Precept Medical Products, Inc.	U.S.	2018-0000174	15/593,260	05-11-2017	