### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM632277

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks at Reel/Frame No. 6006/0345	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Administrative Agent		03/16/2021	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Qualicon Diagnostics LLC	
Street Address:	941 Avenida Acaso	
City:	Camarillo	
State/Country:	CALIFORNIA	
Postal Code:	93012	
Entity Type:	Limited Liability Company: DELAWARE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	74708785	BAX
Serial Number:	75554567	BAX
Serial Number:	78350596	RIBOPRINTER
Serial Number:	78903419	STATMEDIA

#### **CORRESPONDENCE DATA**

Fax Number: 2138918763

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: rhonda.deleon@lw.com Correspondent Name: Latham & Watkins LLP Address Line 1: 355 South Grand Avenue

Los Angeles, CALIFORNIA 90071-1560 Address Line 4:

ATTORNEY DOCKET NUMBER:	057121-0157
NAME OF SUBMITTER:	/Rhonda DeLeon/
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/16/2021

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "Release") is granted on this 16th day of March, 2021, by Antares Capital LP ("Antares"), as administrative agent under the security agreement referenced below, in favor of Qualicon Diagnostics LLC ("Qualicon"), with respect to the Trademarks (as defined below).

#### WITNESSETH:

WHEREAS, on March 9, 2017, Antares and Qualicon entered into a First Lien Trademark Security Agreement, which was recorded with the U.S. Patent and Trademark Office (the "USPTO") on March 13, 2017, at Reel/Frame 6006/0345 (the "2017 First Lien Trademark Security Agreement");

WHEREAS, pursuant to the 2017 First Lien Trademark Security Agreement, Antares received a security interest in all of Qualicon's right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto, including all proceeds and products thereof (hereinafter all of the foregoing trademarks, applications for trademark registrations and all proceeds and products thereof, collectively, the "Trademarks"); and

WHEREAS, Antares desires to release any and all security interests, and any other lien, it has in the Trademarks, and assign all right, title and interest it may have in and to the Trademarks to Qualicon.

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

- 1. Antares hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges each security interest in the Trademarks that was granted to Antares under the 2017 First Lien Trademark Security Agreement, and any and all other security interests or liens that Antares or its predecessors, successors and assigns may have in or to the Trademarks under the 2017 First Lien Trademark Security Agreement.
- 2. Antares acknowledges and agrees that the 2017 First Lien Trademark Security Agreement has been terminated.
- 3. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America to record this Release against the Trademarks. Antares agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.

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REEL: 007233 FRAME: 0473

- 4. This Release shall be governed by and construed in accordance with the law of the State of New York.
- 5. This Release shall be binding upon Antares' representatives, successors, assigns and transferees.

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2

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

ANTARES CAPITAL LP

Name: Phillip Smith

Title: Duly Authorized Signatory

Date: March 16, 2021

## **SCHEDULE I**

# **ASSIGNMENT REEL FRAME: 6006/0345**

Entity	<u>Mark</u>	Serial No.	Application Date
Qualicon Diagnostics LLC	BAX	74/708785	7/31/1995
Qualicon Diagnostics LLC	BAX	75/554567	9/17/1998
Qualicon Diagnostics LLC	RIBOPRINTER	78/350596	1/12/2004
Qualicon Diagnostics LLC	STATMEDIA	78/903419	6/8/2006

4

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**RECORDED: 03/16/2021** 

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