

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barings Finance LLC, as Agent		04/15/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Canadian Hospital Specialties Limited		
Street Address:	2810 Coventry Road		
City:	Oakville		
State/Country:	CANADA		
Postal Code:	L6H6R1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1465323	MED-RX	
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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		
DATE SIGNED:	04/16/2021		
Total Attachments: 6			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “**Release**”), dated as of April 15, 2021 (the “**Effective Date**”), is made by **BARINGS FINANCE LLC** (the “**Agent**”), as administrative agent under the Second Lien Credit Agreement dated as of January 31, 2018 between, inter alios, Canadian Hospital Specialties Limited (as successor to Medquest Medical Inc., the “**Grantor**”), as borrower, CHSL Holdco, Inc. and the other Credit Parties (as therein defined) party thereto from time to time, the Agent, as administrative agent for the lenders party thereto from time to time (the “**Lenders**”), and the Lenders (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement or the Agreements, as applicable.

WHEREAS the Grantor is party to one or more intellectual property security agreements identified in Exhibit A attached hereto (the “**Agreements**”) pursuant to which the Grantor granted a security interest in and to the intellectual property rights owned by the Grantor (the “**Security Interest**”), including the patents, patent applications, trademark registrations and IP licenses listed in Exhibit B attached hereto (the “**IP Collateral**”);

AND WHEREAS the Agent confirms that it has not assigned or otherwise disposed of its Security Interest in and to any of the IP Collateral; and

AND WHEREAS the Agent now desires to confirm the termination and release of the Security Interest in and to the IP Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby unconditionally and expressly releases, terminates and extinguishes and has unconditionally and expressly released, terminated and extinguished any and all of its right, title, and interest in and to any and all liens and security interests, including the Security Interest, it may have upon the IP Collateral and made part hereof, which liens and security interests were established under and pursuant to the Agreements;

AND to the extent that Agent has acquired any right, title or interest in or to any of the IP Collateral, it hereby assigns and transfers such rights, title or interest to Grantor along with (1) all proceeds and products of such IP Collateral, (2) the goodwill associated with IP Collateral consisting of trademarks, and (3) all causes of action arising prior to or after the date hereof for infringement of such IP Collateral or unfair competition regarding the same, and any and all other rights, title and interest in and to such IP Collateral and related rights that any goodwill in the IP Collateral constituting trademarks that the Agent may have acquired without recourse, representation, warranty or other assurance of any kind by Agent as to Agent’s rights in any IP Collateral for amounts owing under the Agreements, the condition or value of any IP Collateral, or any other matter.

AND the Agent hereby directs the Canadian Intellectual Property Office (“**CIPO**”), the United States Patent and Trademark Office (the “**USPTO**”), and any other corresponding governmental authority to record this Release in such places as deemed necessary or advisable to give effect hereto;

AND the Agent shall, at the request and cost of the Grantor, take all further actions, and provide to the Grantor, their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

instruments), reasonably requested by the Grantor to more fully and effectively release, terminate and extinguish any such liens and security interests, including the Security Interest, upon the IP Collateral;

AND this Release shall be binding upon the Agent's legal representatives, assigns and successors.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

[Signature page follows]

BARINGS FINANCE LLC, as Agent

By:



Name: Justin D. Lay
Title: Managing Director

Exhibit A

SECURITY AGREEMENTS

1. Trademark Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited, as Grantor, in favor of Barings Finance LLC, as Agent recorded with the USPTO on May 15, 2018 at Reel/Frame 045811/0724.
2. Trademark Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited, as Grantor, in favor of Barings Finance LLC, as Agent recorded with CIPO on February 20, 2018 at File No. 568863.
3. Patent Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited, as Grantor, in favor of Barings Finance LLC, as Agent, recorded with the USPTO on May 15, 2018 at Reel/Frame 045811/0724.
4. Patent Security Agreement dated as of January 31, 2018 made by Canadian Hospital Specialties Limited as Grantor, in favor of Barings Finance LLC, as Agent, recorded with CIPO on February 21, 2018 at registration certificate 5743155.
5. Patent Security Agreement dated as of September 1, 2020 made by Canadian Hospital Specialties Limited (formerly known as Medquest Medical Inc.), as Grantor, in favor of Barings Finance LLC, as Agent, recorded with CIPO.

EXHIBIT B

INTELLECTUAL PROPERTY

Trademark Registrations

Jurisdiction	Owner	Trademark	Reg. No.	Application No.	Reg. Date
Canada	Canadian Hospital Specialties Limited	CANADIAN HOSPITAL SPECIALTIES	TMA815,018	1,513,610	Jan. 5, 2012
Canada	Canadian Hospital Specialties Limited	CHS Design	TMA815,017	1,513,611	Jan. 5, 2012
Canada	Canadian Hospital Specialties Limited	CHS DESIGN	TMA422,282	707,246	Jan 21, 1994
Canada	Canadian Hospital Specialties Limited	BENLAN	TMA773,921	1,445,653	Aug. 6, 2010
Canada	Canadian Hospital Specialties Limited	MED-RX	TMA339,093	568,863	Apr. 15, 1988
Canada	Canadian Hospital Specialties Limited	CIRCLE TEARDROP Design	TMA777,942	1,456,046	Sept. 23, 2010
Canada	Canadian Hospital Specialties Limited	MED-LINK	TMA582,042	841,260	May 21, 2003
Canada	Canadian Hospital Specialties Limited	INTER V MEDICAL & Design	TMA618,787	1,189,202	Sept 7, 2004
US	Canadian Hospital Specialties Limited	MED-RX	1,465,323	73/651,030	Nov. 17, 1987
Canada	Canadian Hospital Specialties Limited	INTER V MEDICAL & Design	TMA937, 142	1716799	May 6, 2016

Patent Registrations:

Jurisdiction	Owner	Title	Patent No.	Application No.	Expiry
US	Canadian Hospital Specialties Limited	ENTERAL-ONLY SYRINGE AND METHOD OF MANUFACTURING SAME	7,842,217	11/692703	Aug. 5, 2027 (with 130 days Patent Term Adjustment)
Canada	Canadian Hospital Specialties Limited	DRUG DELIVERY NEEDLE DEVICE	2,513,162	10/067,511	Jan. 28, 2023
Canada	Canadian Hospital Specialties Limited	SAFETY NEEDLE DEVICE	2,550,223	11/197,655	Jun. 15, 2026
Canada	Canadian Hospital Specialties Limited (1744407 Ontario Inc. (formerly known as Medquest Medical Inc.) amalgamated with Canadian Hospital Specialties Limited)	CONNECTOR FOR CATHETER	N/A	2995280	N/A
US	Medquest Medical Inc.	CONNECTOR FOR CATHETER	N/A	15/897372	N/A

IP Licenses

Valence Developer License Agreement with CNX Corporation.

International Program License Agreement with International Business Machines Corporation.

Software Agreement dated August 5, 1994, by and between Modular Software Ltd. and Canadian Hospital Specialties Limited.

End User License Agreement for Sage 50 Accounting Products with Sage Software Canada Ltd.

Salesforce Notices and License Information.

T.L. Ashford Barcode400 License.

License with McAfee re: McAfee Antivirus software.