

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/07/2021	National Banking Association: DELAWARE
RECEIVING PARTY DATA			
Name:	Carousel Industries of North America, Inc.		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Corporation: RHODE ISLAND		
Name:	Hannibal SCT Realty, LLC		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Limited Liability Company: RHODE ISLAND		
Name:	Atrion Holdings, Inc.		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Corporation: DELAWARE		
Name:	Atrion, Inc.		
Street Address:	659 South County Trail		
City:	Exeter		
State/Country:	RHODE ISLAND		
Postal Code:	02822		
Entity Type:	Corporation: NEW JERSEY		
Name:	Atrion, Inc.		
Street Address:	659 South County Trail		
City:	Exeter		

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State/Country:	RHODE ISLAND
Postal Code:	02822
Entity Type:	Corporation: RHODE ISLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4671091	CAROUSEL INDUSTRIES
Registration Number:	3770334	CAROUSEL INDUSTRIES
Registration Number:	4517290	SMARTPOINT
Registration Number:	4583059	SIMPLICITY
Registration Number:	4629850	DISTRIBUCARE
Registration Number:	1582363	SOURCE
Registration Number:	1539500	SOURCE
Registration Number:	3198328	TIMEBANK
Registration Number:	3192221	MAXTIME
Registration Number:	2193080	ATRION

CORRESPONDENCE DATA

Fax Number:

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: jacoblimaldi@paulhastings.com

Correspondent Name: Jacob Limaldi

Address Line 1: 200 Park Avenue

Address Line 2: Floor 26

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	96078-00011
NAME OF SUBMITTER:	Jacob Limaldi
SIGNATURE:	/s/ Jacob Limaldi
DATE SIGNED:	05/11/2021

Total Attachments: 5

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**TERMINATION AND RELEASE OF
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Release”), is made as of May 7, 2021 by **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Amended and Restated Security and Pledge Agreement referred to below) and the Borrowers listed on Schedule A attached hereto, each with a business address at 659 South County Trail, Exeter, RI 02822 (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement, dated as of October 24, 2016, by and among the Grantors and the Administrative Agent (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Security Agreement”; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Security Agreement), each of the Grantors had entered into that certain Notice of Grant of Security Interest in Trademarks with the Administrative Agent, dated as of October 24, 2016 (the “Trademark Grant”) for the purpose of granting a continuing security interest in and continuing lien upon the trademarks and trademark applications (the “Security Interest”) to the Administrative Agent for the ratable benefit of the Secured Parties, including, without limitation, the trademarks and trademark applications set forth on Schedule 1 attached hereto;

WHEREAS, the Trademark Grant was recorded in the Trademark Division of the United States Patent and Trademark Office on December 8, 2016 at Reel 005942, Frame 0213; and

WHEREAS, the Grantors have requested that the Administrative Agent execute this Trademark Release in order to terminate and release the Administrative Agent’s Security Interest in the Trademark Collateral (as defined below);

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

1. Definitions. The term “Trademark Collateral”, as used herein, shall mean all of the Grantors’ right, title and interest of every kind and nature as of the date hereof in all of the Grantors’ trademarks, together with any applications, reissues, continuations or extensions thereof (including the goodwill) throughout the world (including, without limitation, those trademarks and trademark applications listed on Schedule 1 attached hereto).

2. Release of Security Interest. The Administrative Agent hereby terminates the Trademark Grant and hereby terminates, cancels and releases the Security Interest and all other liens and security interests that it has in, to and under the Trademark Collateral, including, without limitation, those Trademarks and Trademark applications referred to on Schedule 1 attached hereto and all extensions or renewals thereof, all goodwill associated therewith or symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such goodwill and all renewals of the foregoing.

3. Further Assurances. The Administrative Agent agrees to take such further action as may be reasonably requested by the Grantors, from time to time, at the Grantors' expense, to effectuate and carry out the provision and intent of this Trademark Release.


4. Governing Law. This Trademark 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 conflicts of laws principles.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Kelly Weaver
Title: Vice President

SCHEDULE A

CAROUSEL INDUSTRIES OF NORTH AMERICA, INC., a Rhode Island corporation

HANNIBAL SCT REALTY, LLC, a Rhode Island limited liability company

ATRION HOLDINGS, INC., a Delaware corporation

ATRION, INC., a New Jersey corporation

ATRION, INC., a Rhode Island corporation

SCHEDULE 1**TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark Name	Registration Number / Serial Number	Registration Date / Filing Date	Owner of Record
CAROUSEL INDUSTRIES	4671091 86301757	10/28/2014 06/05/2014	Carousel Industries of North America
CAROUSEL INDUSTRIES	3770334 77747762	04/06/2010 05/29/2009	Carousel Industries of North America
SMARTPOINT	4517290 85945191	04/22/2014 05/29/2013	Carousel Industries of North America
SIMPLICITY	4583059 86032359	08/12/2014 08/08/2013	Carousel Industries of North America
DISTRIBUCARE	4629850 86116715	10/28/2014 11/12/2013	Carousel Industries of North America
SOURCE (U.S.)	1582363 73808321	02/13/1990 06/22/1989	Carousel Industries of North America
SOURCE (U.S.)	1539500 73607232	05/16/1989 06/30/1986	Carousel Industries of North America
TIMEBANK	3198328 78721948	01/16/2007 09/28/2005	Atrion Networking Corporation
MAXTIME	3192221 78721078	01/02/2007 09/27/2005	Atrion Networking Corporation
ATRION	2193080 75204979	10/06/1998 11/27/1996	Atrion Corporation