

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
SEQUENCE:	6		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Trust Company		03/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Drive Medical Canada, Inc.		
Street Address:	256 Aviva Park Drive, Unit 2,		
City:	Ontario		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	78950258	AIRGO	
Serial Number:	78963964	AIRGO	
Serial Number:	78462427	AQUASENSE	
Serial Number:	78462381	AQUASENSE	
Serial Number:	78462446	AQUASENSE	
Serial Number:	78474380	AQUASENSE	
Serial Number:	77623732	FOR A SAFER BATHROOM	
Serial Number:	78096345	HUGO	
Serial Number:	78096353	HUGO	
Serial Number:	78096325	HUGO	
Serial Number:	78975068	HUGO	
Serial Number:	86295062	QUADPOD	
Serial Number:	86906850	THE MOM TEST	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		

CH \$340.00 78950258

Correspondent Name: Nick S. Kaluk, III
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Nick S. Kaluk, III

SIGNATURE: /Nick S. Kaluk, III/

DATE SIGNED: 07/27/2021

Total Attachments: 4

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of March 31, 2021, from Delaware Trust Company, a Delaware corporation having a principal place of business at 251 Little Falls Drive, Wilmington, DE 19808, as administrative agent and collateral agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Drive Medical Canada Inc., a Canadian corporation having a principal place of business at 256 Aviva Park Drive, Unit 2, Ontario, Canada (the "Grantor"). Capitalized terms used herein without definition are used as defined in the 1.5 Lien Credit Agreement, dated as of October 3, 2019, among the Agent, Medical Depot Holdings, Inc. a Delaware corporation having a principal place of business at 99 Seaview Boulevard, Port Washington, NY 11050 and the Lenders (as amended March 26, 2021 and as may again be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Canadian Collateral Agreement (as hereinafter defined) or the Security Agreement (as hereinafter defined), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain 1.5 Lien Canadian Collateral Agreement, dated as of March 13, 2020 (the "Canadian Collateral Agreement"), and that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of March 13, 2020 (the "Security Agreement"), made by the Grantor in favor of the Agent a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 13, 2020, at Reel 6891, Frame 0374; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Canadian Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Trademarks (including, without

limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

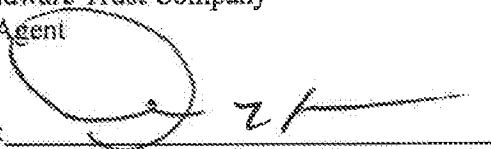
3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Delaware Trust Company
as Agent

By: 

Name: Alan R. Halpern
Title: Vice President

SCHEDULE I

Trademark Registrations

Title	Reg. #	Appl. #	Owner
AIRGO	3,365,853	78950258	Drive Medical Canada Inc.
AIRGO	3,818,401	78963964	Drive Medical Canada Inc.
AQUASENSE	3,325,724	78462427	Drive Medical Canada Inc.
AQUASENSE	3,325,723	78462381	Drive Medical Canada Inc.
AQUASENSE	3,136,760	78462446	Drive Medical Canada Inc.
AQUASENSE	3,658,074	78474380	Drive Medical Canada Inc.
FOR A SAFER BATHROOM	3,888,222	77623732	Drive Medical Canada Inc.
HUGO	3,021,616	78096345	Drive Medical Canada Inc.
HUGO	2,952,909	78096353	Drive Medical Canada Inc.
HUGO	2,952,908	78096325	Drive Medical Canada Inc.
HUGO	2,733,507	78975068	Drive Medical Canada Inc.
QUADPOD	4,670,917	86295062	Drive Medical Canada Inc.
THE MOM TEST	5,478,201	86906850	Drive Medical Canada Inc.