ETAS ID: TM731318

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

TRADEMARK ASSIGNMENT COVER SHEET

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/27/2022	Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	DIAGNOSTIC HYBRIDS, INC.
Street Address:	2005 East State Street
City:	Athens
State/Country:	OHIO
Postal Code:	45701
Entity Type:	Corporation: OHIO

**PROPERTY NUMBERS Total: 15** 

Property Type	Number	Word Mark
Serial Number:	85345051	BOBCAT
Serial Number:	77665939	D3
Serial Number:	78201430	D3
Serial Number:	78815661	
Serial Number:	78956589	DIAGNOSTIC HYBRIDS
Serial Number:	74696364	ELVIRA
Serial Number:	74505872	ELVIS
Serial Number:	77815473	FASTPOINT
Serial Number:	76160195	FRESHFROZENCELLS
Serial Number:	78815654	INTEGRATING SCIENCE AND HUMANITY
Serial Number:	76158902	READYCELLS
Serial Number:	78198832	THE POWER OF DIRECT DETECTION
Serial Number:	77705611	THYRETAIN
Serial Number:	75285190	TURBOTREAT
Serial Number:	87437542	ELVIRA

# **CORRESPONDENCE DATA**

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

**TRADEMARK** 

**REEL: 007738 FRAME: 0565** 

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/31/2022

## **Total Attachments: 6**

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# TERMINATION AND RELEASE OF GRANT OF TRADEMARK SECURITY INTEREST

TERMINATION AND RELEASE OF GRANT OF TRADEMARK SECURITY INTEREST, dated as of May 27, 2022 (the "Release"), from **BANK OF AMERICA, N.A.**, a national banking association, as agent for itself and the Lenders party to the Credit Agreement described below (in such capacity, together with its successors and assigns, the "Agent"), to **DIAGNOSTIC HYBRIDS, INC.**, a Ohio corporation ("Grantor").

# WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 6, 2017, (as amended through the date hereof, the "<u>Credit Agreement</u>"), by and among Quidel Corporation("<u>Borrower</u>"), the Lenders party thereto and Agent, Grantor executed and delivered that certain Security Agreement dated October 6, 2017 (as amended through the date hereof, the "<u>Security Agreement</u>"), among Borrower, certain subsidiaries of Borrower and Agent;

WHEREAS, pursuant to the Security Agreement, Grantor granted to the Agent a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, pursuant to that certain Grant of Trademark Security Interest, dated as of October 6, 2017 (the "<u>Trademark Security Agreement</u>"), among the Agent and Grantor, Grantor, by reference to the Security Agreement, reaffirmed its intent to grant to the Agent the Security Interest specifically in the Trademark Collateral (defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 6, 2017 at Reel 6176 and Frame 0310, and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, including the items of Trademark Collateral set forth on Schedule I attached hereto and made a part hereof.

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

- 1. <u>Definitions</u>. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement and the Loan Documents (defined in the Credit Agreement), as applicable.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases, and discharges, without recourse, representation, or warranty, its Security Interest in the Trademark Collateral, and any right, title, or interest of the Agent in such Trademark Collateral shall hereby

cease and become void. The Agent reassigns to the Grantor any and all such right, title, and interest (if any) that the Agent may have in, to, and under the Trademark Collateral.

- 3. <u>Termination</u>. The Agent hereby without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.
- 5. <u>Governing Law</u>. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

BANK OF AMERICA, N.A.,

as Agent

 $By_{\cdot}$ 

Name: Kevin L. Ahart Title: Vice President

Address:

Bank of America, N.A. Agency Management Mail Code: CA5-705-04-09 555 California Street San Francisco, CA 94104

Attn: Kevin Ahart

Electronic Mail: kevin ahart@baml.com

Quidel Corporation Signature Page to Termination and Release of Grant of Trademark Security Interest (Diagnostic Hybrids)

# SCHEDULE I

# Trademark Collateral

# U.S Trademark Registrations:

	B0000000000000000000000000000000000000	**************************************		880000000000000000000000000000000000000	73337777	
Trademark Name	Owner Name	Country Name	App Number	Reg Number	Fil Date	Reg Date
BOBCAT	Diagnostic Hybrids, Inc.	United States of America	85/345,051	4,136,962	6/13/2011	5/1/2012
D3	Diagnostic Hybrids, Inc.	United States of America	77/665,939	3,669,281	2/9/2009	8/18/2009
D3 & Cube Design	Diagnostic Hybrids, Inc.	United States of America	78/201,430	2,802,415	1/9/2003	1/6/2004
Design of Person/DNA Double Helix	Diagnostic Hybrids, Inc.	United States of America	78/815,661	3,332,056	2/15/2006	11/6/2007
DIAGNOSTIC HYBRIDS	Diagnostic Hybrids, Inc.	United States of America	78/956,589	3,359,806	8/21/2006	12/25/2007
ELVIRA	Diagnostic Hybrids, Inc.	United States of America	74/696,364	2,089,687	6/29/1995	8/19/1997
ELVIS	Diagnostic Hybrids, Inc.	United States of America	74/505,872	2,095,463	3/28/1994	9/9/1997
FASTPOINT	Diagnostic Hybrids, Inc.	United States of America	77/815,473	3,923,853	8/28/2009	2/22/2011
FRESHFROZENCELLS	Diagnostic Hybrids, Inc.	United States of America	76/160,195	2,901,005	11/6/2000	11/9/2004
INTEGRATING SCIENCE AND HUMANITY	Diagnostic Hybrids, Inc.	United States of America	78/815,654	3,332,055	2/15/2006	11/6/2007
READYCELLS	Diagnostic Hybrids, Inc.	United States of America	76/158,902	2,610,533	11/3/2000	8/20/2002

**RECORDED: 05/31/2022** 

	5/4/2017		87/437,542	United States of America	Diagnostic Hybrids, Inc.	ELVIRA
97	5/2/1997	2,152,490	75/285,190	United States of America	Diagnostic Hybrids, Inc.	TURBOTREAT
09	4/2/2009	3,811,849	77/705,611	United States of America	Diagnostic Hybrids, Inc.	THYRETAIN
2002	12/31/2002 3/23/2004	2,825,102	78/198,832	United States of America	Diagnostic Hybrids, Inc.	THE POWER OF DIRECT DETECTION