

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deerpath Fund Services, LLC, as Agent		12/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Global Surgical Corporation		
Street Address:	3610 Tree Court Industrial Boulevard		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63122		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73199078	MAXI	
Serial Number:	73633550	MAXI	
Registration Number:	1477527	SMR	
CORRESPONDENCE DATA			
Fax Number:	5616712527		
<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:	5616500728		
Email:	mstocks@gunster.com		
Correspondent Name:	Melanie B. Stocks, ACP		
Address Line 1:	777 S Flagler Drive, Suite 500E		
Address Line 4:	West Palm Beach, FLORIDA 33401		
NAME OF SUBMITTER:	Melanie B. Stocks		
SIGNATURE:	/s/ Melanie B. Stocks		
DATE SIGNED:	01/03/2023		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“*Release*”) is made and effective as of December 28, 2022 and granted by DEERPATH FUND SERVICES (the “*Agent*”), a Delaware limited liability company, as administrative agent and collateral agent for the Lenders (as defined below), in favor of GLOBAL SURGICAL CORPORATION, a Delaware corporation (the “*Grantor*”) and its successors, assigns and legal representatives.

WHEREAS, the Grantor has executed that certain Joinder Agreement, dated as of December 30, 2021, among the Grantor, the other Borrowers (as defined below) and Agent pursuant to which, among other things, (i) the Grantor became a party as a Borrower to that certain Loan Agreement, dated as of May 14, 2021 (as amended, supplemented or restated, the “*Loan Agreement*”), among the borrowers party thereto (collectively, the “*Borrowers*”), the Agent, and the lenders party thereto (the “*Lenders*”), and (ii) the Grantor became a party as a Debtor (as defined below) to that certain Security Agreement, dated as of May 14, 2021 (as amended, supplemented or restated, the “*Security Agreement*”), between the Borrowers party thereto (the “*Debtors*”) and the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Agent that certain Patent and Trademark Security Agreement (as amended, supplemented or restated, the “*Patent and Trademark Security Agreement*” and, together with the Security Agreement, the “*Security Agreements*”), dated as of December 30, 2021, between the Grantor and the Agent;

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Agent for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007547, Frame 0270 on January 2, 2022; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Lenders may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “*Trademark Collateral*”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations set forth in *Schedule 1* hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“*Trademarks*”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company
as Agent

By: Anish Bahl
Name: ANISH BAHL
Title: CFO

ACKNOWLEDGMENT

STATE OF New York)
)SS.
COUNTY OF Nassau)

On the 08th day of December, 2022, before me personally appeared Anish Bahl, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the _____ of Deerpath Fund Services, LLC, the Delaware limited liability company described, and acknowledged the instrument to be the free act and deed of Deerpath Fund Services, LLC for the uses and purposes mentioned in the instrument.

Heather E Braithwaite
Notary Public
Printed Name:

My Commission Expires: [DATE]]

HEATHER E BRAITHWAITE
Notary Public, State of New York
No. 014120012-000
Qualified in Orange County
Commission Expires 8-16-2023

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
MAXI	U.S.A.	1134534	5/6/1980	Global Surgical Corporation
MAXI	U.S.A.	1456376	9/8/1987	Global Surgical Corporation
SMR	U.S.A.	1477527	2/23/1988	Global Surgical Corporation