

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESOLUTE CAPITAL PARTNERS FUND IV, L.P.		03/31/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SUMMIT MEDICAL, LLC		
Street Address:	815 VIKINGS PARKWAY, SUITE 100		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55121		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4309161	INSTRUSAFE	
Registration Number:	4305348	INSTRU-ZYME	
Registration Number:	4305349	HOLD-ITS	
Registration Number:	4668307	ROUNDERS	
Registration Number:	4882281	POINT GUARDS	
Registration Number:	4942712		
Registration Number:	4465176	AQUAVAGE	
Registration Number:	5747797	PALPUMP	
Serial Number:	88809394	HOLD-DOWNS	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	mbolden@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	MICHAELA M. BOLDEN/JONES DAY		
Address Line 1:	250 VESEY STREET, FLOOR 28		
Address Line 4:	NEW YORK, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	767325-600042		

CH \$240.00 4309161

NAME OF SUBMITTER:	MICHAELA M. BOLDEN
SIGNATURE:	/MICHAELA M. BOLDEN/
DATE SIGNED:	04/06/2023
Total Attachments: 7 source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page1.tif source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page2.tif source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page3.tif source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page4.tif source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page5.tif source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page6.tif source=025. RCP_Innovia - Termination and Release of TSA (Executed) F0935 4884-0128-0858 1(1536440502.1)#page7.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2023 (the “Release”), from **RESOLUTE CAPITAL PARTNERS FUND IV, L.P.**, as administrative agent for itself and the Lenders party to the Credit Agreement described below (in such capacity, together with its successors and assigns, the “Administrative Agent”), to **SHIPPERT ENTERPRISES, LLC**, a Delaware limited liability company and **SUMMIT MEDICAL, LLC**, a Minnesota limited liability company (individually each referred to herein as a “Grantor” and collectively referred to herein as “Grantors”).

W I T N E S S E T H:

WHEREAS, pursuant to the Subordinated Credit Agreement dated as of August 25, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Guaranty and Collateral Agreement dated as of August 25, 2020 (as amended, restated, supplemented, reaffirmed or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), Grantors granted to the Administrative Agent a security interest (the “Security Interest”) in certain collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 25, 2020 (the “Trademark Security Agreement”), by and between the Administrative Agent and Grantors, Grantors, by reference to the Credit Agreement and the Guaranty and Collateral Agreement, reaffirmed their intent to grant to the Administrative Agent the Security Interest specifically in the Trademark Collateral (as specified 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 September 1, 2020, at Reel 7038 and Frame 0935 and also at Reel 7038, frame 0926; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Collateral, including the items of Collateral set forth on Schedule A 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 Administrative Agent hereby states as follows:

1. Definitions. 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. Release of Security Interest. The Administrative Agent hereby terminates, releases, and discharges, without recourse, representation, or warranty, its Security Interest in the Collateral, including:

(a) each trademark and trademark application owned by Grantors, including, without limitation, each trademark and trademark application referred to in Schedule A annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(b) each trademark license to which either Grantor is a party, together with all goodwill associated therewith; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule A annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule A and any trademark licensed under any trademark license,

and any right, title, or interest of the Administrative Agent in such Collateral shall hereby cease and become void. The Administrative Agent reassigns to the Grantors any and all such right, title, and interest (if any) that the Administrative Agent may have in, to, and under the Collateral.

3. Further Assurances. The Administrative 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.

4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Illinois.

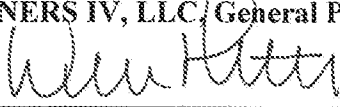
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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Administrative Agent:

**RESOLUTE CAPITAL PARTNERS
FUND IV, L.P.**

**By: RESOLUTE CAPITAL SBIC
PARTNERS IV, LLC, General Partner**

By: 
Name: William J. Nutter
Its Manager

*Signature Page to Termination and
Release of Trademark Security Agreement*

**TRADEMARK
REEL: 008035 FRAME: 0484**

SCHEDULE A

(See attached.)

Schedule A

SCHEDULE A

TRADEMARKS

(each held by Shippert Enterprises, LLC)

Mark	Class/ Description	Jurisdiction	Registration No.	Registration Date
THE DENVER SPLINT	Class 010 - nasal splints	United States	1,392,241	May 6, 1986
RHINO ROCKET	Class 010 - nasal pack syringes	United States	1,441,132	June 2, 1987
EXPANDACELL	Class 010 - medical absorbent pads for absorbing blood	United States	1,794,213	Sep. 21, 1993
HOTSY	Class 010 -cauterizing instruments	United States	1,843,570	July 5, 1994
SPEEDI-PEDI	Class 005 - nasal packs	United States	1,951,886	Jan. 23, 1996
SPEEDI-WICK	Class 005 - ear packs	United States	1,951,887	Jan. 23, 1996
SPEEDI-PAK	Class 010 - body cavity products used for absorbing blood	United States	2,035,954	Feb. 4, 1997
VENTI-PAK	Class 010 - medical device comprised of absorbent foam pad with airway tube to permit patient breathing	United States	2,124,192	Dec. 23, 1997
MEDWICK	Class 010 - apparatus for delivery of medication and irrigating fluid to nasal and sinus cavities, comprised of one or more tubes and foam material	United States	2,155,357	May 5, 1998
PRESS-PAK	Class 005 - foam pad attached to the outer skin to absorb blood during or after bleeding	United States	2,187,352	Sep. 8, 1998
SIDEOUT	Class 010 - applicators for inserting foam packs in body cavities	United States	2,263,666	July 20, 1999
SLIK-PAK	Class 005 - wound dressings in the nature of absorbent packs and absorbent body cavity packs	United States	2,365,100	July 4, 2000
VAC-WICK	Class 010 - medical apparatus for delivery of medication and irrigating fluid to nasal and sinus cavities and for removal of blood and other fluid from nasal and sinus cavities, comprised of one or more tubes and foam material	United States	2,371,564	July 25, 2000

PURE PAK	Class 010 - absorbent packs for body cavities used for absorbing body fluids	United States	2,465,639	July 3, 2001
BIPLANE	Class 020 - Non-metal handles for medical devices, sporting equipment, gardening tools and kitchen utensils	United States	2,848,794	June 1, 2004
FREEGLIDE	Class 010 -Medical devices, namely, devices with cannulas for surgery	United States	2,882,539	Sep. 7, 2004
TISSU-TRANS	Class 010 - surgical instruments for use in harvesting of fat for transfer of fat to another part of the body; surgical instruments for use in harvesting and transferring of fat	United States	3,160,819	Oct. 17, 2006
TISSU-TRANS FILTRON	Class 010 - Surgical instruments for use in harvesting and transferring of fat and for use in harvesting of fat for transfer of fat to another part of the body	United States	3,896,360	Dec. 28, 2010
TISSU-TRANS SYRINGE FILL	Class 010 - Surgical and medical apparatus and instruments for use in liposuction surgery	United States	4,074,992	Dec. 20, 2011
M.V.P.LUG	Class 005 - medical dressings, namely, nasal packs and kits containing nasal packs for controlling nasal blood flow in the nature of medical dressings, applicators for inserting nasal packs into the nose and gauze	United States	3,178,462	Nov. 28, 2006

Signature Page to Trademark
Security Agreement

TRADEMARK
REEL: 008035 FRAME: 0487

TRADEMARK APPLICATIONS

(each held by Summit Medical, LLC)

MARK	Serial Number	Filing Date	Reg. No.	Reg. Date
INSTRUSAFE	85/717,324	08/30/2012	4,309,161	03/26/2013
INSTRU-ZYME	85/717,317	08/30/2012	4,305,348	03/19/2013
HOLD-DOWNS	88/809,394	02/25/20		
HOLD-ITS	85/717,328	08/30/2012	4,305,349	03/19/2013
ROUNDERS	86/006,880	07/10/2013	4,668,307	01/06/2015
POINT GUARDS	86/253,968	04/16/2014	4,882,281	01/05/2016
Design Only	86/557,418	03/09/2015	4,942,712	04/19/2016
AQUAVAGE	85,908,805	04/18/2013	4,465,176	01/14/2014
PALPUMP	88/030,669	07/09/2018	5747797	07/09/2018

Signature Page to Trademark
Security Agreement