

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823262

| | | | |
|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JEFFERIES FINANCE LLC, as collateral agent | | 07/07/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TECOMET INC. | | |
| Street Address: | 115 Eames Street | | |
| City: | Wilmington | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01887 | | |
| Entity Type: | Corporation: MASSACHUSETTS | | |
| Name: | MOUNTAINSIDE MEDICAL COLORADO, LLC | | |
| Street Address: | 6265 Gunbarrel Avenue, Suite A | | |
| City: | Boulder | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80301 | | |
| Entity Type: | Limited Liability Company: COLORADO | | |
| Name: | SYMMETRY MEDICAL MANUFACTURING INC. | | |
| Street Address: | 3724 N. State Road 15 | | |
| City: | Warsaw | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46582 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2502251 | SYMMETRY MEDICAL INC. | |
| Registration Number: | 3055931 | TOTAL SOLUTIONS | |
| Registration Number: | 4877342 | TECOMET | |
| Registration Number: | 4478102 | TECOTEX | |
| Registration Number: | 4124618 | BEERE MEDICAL | |
| Registration Number: | 2637275 | CONTOUR ORTHO-GRIP | |

CH \$390.00 2502251

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3589890 | TECOMET |
| Registration Number: | 2947542 | TRU-CONTROL |
| Registration Number: | 2601904 | QUICKLOCK |
| Registration Number: | 1989166 | ORTHO GRIP |
| Registration Number: | 3260788 | MOUNTAINSIDE MEDICAL CONTRACT MANUFACTUR |
| Registration Number: | 4139287 | SOLVED BY SYMMETRY |
| Registration Number: | 4259916 | SMD |
| Registration Number: | 3925876 | SMD |
| Registration Number: | 3951161 | SMD SPECIALIZED MEDICAL DEVICES |

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 34408.00112 |
| NAME OF SUBMITTER: | Javier J Ramos |
| SIGNATURE: | /Javier J. Ramos/ |
| DATE SIGNED: | 07/10/2023 |

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 7, 2023 (the “Effective Date”), is made by JEFFERIES FINANCE LLC, in its capacity as Administrative Agent and Collateral Agent for the Secured Parties (the “Agent”), in favor of TECOMET INC., MOUNTAINSIDE MEDICAL COLORADO, LLC and SYMMETRY MEDICAL MANUFACTURING INC. (each a “Grantor” and together the “Grantors”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of May 1, 2017, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Administrative Agent and Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Grant of Security Interest in United States Trademarks, dated as of May 1, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 2, 2017 at Reel/Frame 6046/0676;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Marks, including the trademark registrations and applications set forth on Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Marks under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JEFFERIES FINANCE LLC, acting in its
capacity as Administrative Agent and
Collateral Agent**

By: Peter Cucchiara

Name: Peter Cucchiara
Title: Senior Vice President

TECOMET INC.,
MOUNTAINSIDE MEDICAL COLORADO,
LLC, and
SYMMETRY MEDICAL MANUFACTURING
INC.,
each as a Grantor

By: 
Name: Jason Brasile
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 008131 FRAME: 0784

SCHEDULE 1

| | Trademark/Image | Application Number | Registration Number | Jurisdiction | Status | Owner |
|-----|---|---------------------------|----------------------------|---------------------|---------------|--|
| 1. | Symmetry Medical Inc. | 75/180,481 | 2,502,251 | USA | Registered | Symmetry Medical Manufacturing Inc. |
| 2. | Total Solutions | 76/548,611 | 3,055,931 | USA | Registered | Symmetry Medical Manufacturing Inc. |
| 3. | Tecomet | 86/632,288 | 4,877,342 | USA | Registered | Tecomet Inc. |
| 4. | Tecotex | 85/973,372 | 4,478,102 | USA | Registered | Tecomet Inc. |
| 5. | Beere Medical | 85/331,115 | 4,124,618 | USA | Registered | Tecomet Inc. |
| 6. | Contour Ortho-Grip | 78/001,995 | 2,637,275 | USA | Registered | Tecomet Inc. |
| 7. | Tecomet | 77/362,517 | 3,589,890 | USA | Registered | Tecomet Inc. |
| 8. | Tru-Control | 76/589,319 | 2,947,542 | USA | Registered | Tecomet Inc. |
| 9. | Quicklock | 75/885,894 | 2,601,904 | USA | Registered | Tecomet Inc. |
| 10. | Ortho Grip | 74/573,928 | 1,989,166 | USA | Registered | Tecomet Inc. |
| 11. | Mountainside Medical: Contract Manufacturing for Medical Products | 78/945,039 | 3,260,788 | USA | Registered | Mountainside Medical Colorado, LLC (Successor by merger to Mountainside Medical, LLC) |
| 12. | Solved By Symmetry | 76/700,441 | 4,139,287 | USA | Registered | Symmetry Medical Manufacturing Inc. |
| 13. | SMD | 85/131,836 | 4,259,916 | USA | Registered | Tecomet Inc. |
| 14. | SMD | 77/356,933 | 3,925,876 | USA | Registered | Tecomet Inc. |
| 15. | SMD Specialized Medical Devices and design | 77/355,526 | 3,951,161 | USA | Registered | Tecomet Inc. |