TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342023

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Release and Reassignment	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as agent		05/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ASHI Holding Company		
Street Address:	1450 Westec Drive		
City:	Eugene		
State/Country:	OREGON		
Postal Code:	97402		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	1203969		
Registration Number:	4032856	FIRST SAFETY INSTITUTE	
Registration Number:	1713566	MEDIC FIRST AID	
Registration Number:	3735511	MEDIC HEALTH & SAFETY	
Registration Number:	3735510	MEDIC HEALTH & SAFETY	
Registration Number:	3710366	PUSH HERE	
Registration Number:	3476318	WE MAKE LEARNING TO SAVE LIVES EASY	
Registration Number:	4079007	24-7 EMS	
Registration Number:	3890925	24-7 FIRE	

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7897

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

TRADEMARK REEL: 005521 FRAME: 0009

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ATTORNEY DOCKET NUMBER:	47901000004
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	05/20/2015

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

This Trademark Release and Reassignment is made as of May 18, 2015, by Madison Capital Funding LLC, as administrative agent ("<u>Grantee</u>") in favor of ASHI Holding Company, a Delaware corporation ("<u>Grantor</u>").

WITNESSETH:

WHEREAS, Grantor, Grantee and the other Loan Parties entered into that certain Guarantee and Collateral Agreement dated as of August 6, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") which required the parties to enter into the Agreement (defined below);

WHEREAS, Grantee and Grantor are parties to that certain Trademark Security Agreement dated as of August 6, 2012 (the "<u>Agreement</u>"; capitalized terms which are not defined herein have the meaning given to such terms in the Agreement), pursuant to which Grantor granted a security interest to Grantee, for its benefit and the benefit of Lenders, in the Trademark Collateral (as defined below) as security for certain obligations owing by Grantor and its affiliates to Grantee;

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 6, 2012 at Reel 4836 Frame 0363;

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to release the entirety of its security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Grantee, on behalf of itself and the Lenders, hereby releases its security interest in and lien on all of Grantor's right, title and interest in the following (collectively, the "<u>Trademark</u> Collateral"):
 - (a) each Trademark (as defined in the Guarantee and Collateral Agreement) listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - (b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

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- 2. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest (if any) in and to the Trademark Collateral.
- 3. This Trademark Release and Reassignment is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC, as

Agent

By:

Name: Title:

Andrew P. Bucolo Managing Director

SCHEDULE A

Trademark Registrations and Applications

Trademark	Application or Registration No.	Filing Date	Registration Date	Country
(S)	1,203,969	1/22/1979	8/3/1982	USA
FIRST SAFETY INSTITUTE	4,032,856	2/26/2010	9/27/2011	USA
MEDIC FIRST AID	1,713,566	7/23/1991	9/8/1992	USA
MEDIC HEALTH & SAFETY	3,735,511	8/21/2003	1/12/2010	USA
MEDIC Health & Safety	3,735,510	8/21/2003	1/12/2010	USA
PUSH HERE	3,710,366	12/30/2008	11/10/2009	USA
WE MAKE LEARNING TO SAVE LIVES EASY	3,476,318	12/26/2007	7/29/2008	USA
24-7 EMS	4,079,007	10/26/2010	1/3/2012	USA
24-7 FIRE	3,890,925	7/21/2009	12/14/2010	USA
	510181	12/3/1996	3/29/1999	Canada
	509572	12/3/1996	3/18/1999	Canada
EMP	505367	12/3/1996	12/10/1998	Canada
EMP CANADA	505420	12/3/1996	12/11/1998	Canada
MEDIC FIRST AID	511011	12/3/1996	4/16/1999	Canada

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RECORDED: 05/20/2015

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