

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VENTION MEDICAL DESIGN AND DEVELOPMENT, INC. (formerly known as TDC Medical, Inc.)		
Street Address:	261 CEDAR HILL STREET		
City:	MARLBOROUGH		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3263073	CONCEPT TO CLINICAL	
Registration Number:	3263072	CONCEPT TO CLINICAL	
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:	pcyngier@jonesday.com		
Correspondent Name:	Stephanie R. Breitenbach		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	140833-615019		
NAME OF SUBMITTER:	Stephanie R. Breitenbach		
SIGNATURE:	/Stephanie R. Breitenbach/		
DATE SIGNED:	04/05/2017		
Total Attachments: 4			
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 31, 2017 (this "Termination"), is made by MADISON CAPITAL FUNDING LLC, as Agent for the Lenders party to the Credit Agreement (as defined below) (in such capacity, "Grantee"), in favor of VENTION MEDICAL DESIGN AND DEVELOPMENT, INC. (formerly known as TDC Medical, Inc.), a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Vention Medical, Inc. (formerly known as The MedTech Group, Inc.), a New Jersey corporation (the "Borrower"), the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Grantee, Lenders agreed to provide the Borrower with certain credit facilities;

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 15, 2008, by and among Grantor (as a party by joinder thereto), certain affiliates of Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guarantee and Collateral Agreement"), Grantor granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

WHEREAS, Grantor, pursuant to a Trademark Security Agreement, dated as of December 28, 2008, by Grantor (the "Trademark Security Agreement"), granted to Grantee, for its benefit and the benefit of Lenders, and reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A 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 Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 22, 2008, at Reel 3907, Frame No. 0853; and

WHEREAS, Grantee has agreed to terminate and release its security interest in all of such Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A annexed hereto.

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

1. Release of Lien. Grantee hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the Trademark Collateral.
2. Authorization to Record. Grantee authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of Illinois.

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IN WITNESS WHEREOF, Grantee has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Grantee:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 

Name: Matt Graves

Title: Vice President

TRADEMARK

REEL: 006028 FRAME: 0427

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered	Application Number/Date
"CONCEPT TO CLINICAL" (Image)	3263073	07/10/2007	78787105/January 8, 2006
"CONCEPT TO CLINICAL" (Image)	3263072	07/10/2007	78787104/January 8, 2006