# OP \$65.00 1701576

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM497581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
F.N.B. Capital Partners, L.P.		11/01/2018	Limited Partnership: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	Burrell Scientific, LLC	
Street Address:	300 Parkway View Drive	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15205	
Entity Type:	Limited Liability Company: PENNSYLVANIA	
Name:	Reagents Holdings, LLC	
Name: Street Address:	Reagents Holdings, LLC 300 Parkway View Drive	
Street Address:	300 Parkway View Drive	
Street Address: City:	300 Parkway View Drive Pittsburgh	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1701576	WRIST ACTION
Registration Number:	4798862	R REAGENTS

#### CORRESPONDENCE DATA

**Fax Number:** 4123942555

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.

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ATTORNEY DOCKET NUMBER: 85377.340741

TRADEMARK REEL: 006479 FRAME: 0326

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NAME OF SUBMITTER:	Paul D. Bangor, Jr.	
SIGNATURE:	/Paul D. Bangor, Jr./	
DATE SIGNED:	11/09/2018	
Total Attachments: 5		
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# TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND PATENTS

This Termination and Release of Security Interests in Trademarks and Patents (the "Termination and Release") is granted as of November 1, 2018, from F.N.B. Capital Partners, L.P. ("FNBCP") to Burrell Scientific, LLC, a Pennsylvania limited liability company and Reagents Holdings, LLC, a New Jersey limited liability company (each, a "Grantor" and collectively, the "Grantors").

## WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, effective as November 2, 2015, by and among the Grantors and FNBCP (as amended, restated, modified or supplemented from time to time, the "Note Purchase Agreement") and the other Loan Documents, the Grantors granted security interests (the "Security Interests") to FNBCP in certain Trademarks and Patents (as hereinafter defined); and

WHEREAS, the United States Patent and Trademark Office Notice of Recordation of Assignment Document, memorializing the Security Interests in the Trademarks, was recorded in the United States Patent and Trademark Office on November 5, 2015, at (i) Reel 5661, Frame 0519, (ii) Reel 5661, Frame 0494, and (iii) Reel 5661, Frame 0494;

WHEREAS, the United States Patent and Trademark Office Notice of Recordation of Assignment Document, memorializing the Security Interests in the Patents, was recorded in the United States Patent and Trademark Office on November 5, 2015, at Reel 036965, Frame 0417; and

WHEREAS, FNBCP now desires to terminate and release the entirety of its Security Interests in the Trademarks and Patents owned by the Grantors;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, FNBCP hereby states as follows:

1. <u>Trademarks</u>: The term "Trademarks," as used herein, shall mean all of the Grantors' (i) trademark and service mark registrations and applications in the United States, including, without limitation, all of the registrations listed in <u>Schedule A</u>; (ii) all renewals of said trademark and service mark registrations and applications, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, the right to use for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and (iii) all goodwill associated with the above-identified trademark and service mark registrations and applications.

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- 2. <u>Patents</u>: The term "Patents," as used herein, shall mean all of the Grantors' (i) letters of patent of the United States and all foreign jurisdictions, including, without limitation, all of the letters of patent listed in <u>Schedule B</u>; (ii) applications for letters patent of the United States and all foreign jurisdictions, including, without limitation, all of the applications for letters of patent listed in <u>Schedule B</u> and any letters of patent resulting therefrom; and (iii) rights to obtain any reissues, extensions divisions, continuations, and continuation in part of the aforementioned letters of patent and applications for letters of patent, the right to sue for past, present, and future infringements thereof, all income, royalties, damages, and payments now and hereafter due and/or payable under with respect thereto, and all rights corresponding thereto throughout the world.
- 3. <u>Release of Security Interests</u>: FNBCP hereby terminates, releases and discharges its Security Interests in the Trademarks and the Patents, and any right, title or interest of FNBCP in such Trademarks and Patents shall hereby immediately cease and become void.
- 4. <u>Authorization</u>: FNBCP hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other jurisdictions where the Trademarks or Patents are registered, to release the above-referenced Security Interests.
- 5. <u>Further Assurances</u>: At the request and sole expense of the Grantors, FNBCP shall execute and deliver to the Grantors any such additional documents as the Grantors may reasonably request to evidence the termination and release of the Security Interests.
- 6. <u>Miscellaneous</u>. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Note Purchase Agreement to the extent defined therein

\* \* \*

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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.

F.N.B. CAPITAL PARTNERS, L.P.

Stephen J. Gurgovits, Jr.

President

F.N.B. Capital Partners, L.P.

[Signature Page to Termination and Release of Security Interests in IP]

# SCHEDULE A

# **TRADEMARKS**

Burrell Scientific, LLC

"WRIST ACTION" (Registration No. 1,701,576; registered on July 21, 1992)

Reagents Holdings, LLC

Reagents (Registration No. 4,798,862; published on August 25, 2015)

"The Chemical Specialist" (Registration No. 4,650,649; registered on December 2, 2014)

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# **SCHEDULE B**

## U.S. PATENTS

Burrell Scientific, LLC

US patent application (U.S. Application Serial No. 14/013,251 titled "Clamp for a Fluid Container and Method of Use Thereof"; filed August 29, 2013; published March 5, 2015 as Publication No. US 2015/0063056)

PCT application (PCT/US14/52636, titled "CLAMP FOR FLUID CONTAINER/METHOD OF USE"; filed August 26, 2014; published on March 5, 2015 as WO 2015/031314)

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**RECORDED: 11/09/2018**