

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest under Reel/Frame No. 4805/0342		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NOVA SCOTIA		06/25/2018	FINANCIAL INSTITUTION: CANADA
RECEIVING PARTY DATA			
Name:	LABSTAT INTERNATIONAL INC.		
Street Address:	262 MANITOU DR.		
City:	KITCHENER, ONTARIO		
State/Country:	CANADA		
Postal Code:	N2C1L3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2665113	LABSTAT	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Daniel C. Pollick		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	11668-308		
NAME OF SUBMITTER:	Daniel C. Pollick		
SIGNATURE:	/Daniel C. Pollick/		
DATE SIGNED:	11/06/2019		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF INTELLECTUAL
PROPERTY SECURITY INTEREST**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made by THE BANK OF NOVA SCOTIA, in its capacity as agent under the Credit Agreement (as defined below) (the "Collateral Agent"), and is effective as of June 25, 2018.

WHEREAS, LABSTAT INTERNATIONAL INC. (successor by way of amalgamation to Labstat Subco Inc. which acquired all the assets of LABSTAT INTERNATIONAL LP) (the "Pledgor"), pursuant to the terms and conditions of that certain Credit Agreement dated as of June 6, 2012 (as amended, restated, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), entered into that certain Intellectual Property Security Agreement dated as of June 6, 2012, including Schedule C thereto, which was recorded with the United States Patent and Trademark Office at Reel 4805, Frame 0342, on June 21, 2012 ("2012 IP Security Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the 2012 IP Security Agreement and that certain Intellectual Property Security Agreement dated December 28, 2006, including Schedule C thereto, which was recorded with the United States Patent and Trademark Office at Reel 3501, Frame 0737 on March 12, 2007 and (together with the 2012 IP Security Agreement, "IP Security Agreements"), the Pledgor, granted to the Collateral Agent, a security interest in, all of its right, title and interest in, to and under the trademarks, including, without limitation, the United States trademark referred to on Schedule A hereto ("Released Registered Trademark");

WHEREAS, Pledgor has requested that the Collateral Agent release its security interest in all right, title and interest of Pledgor in the Released Registered Trademark; and

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in all right, title and interest of Pledgor in the Released Registered Trademark as provided in this Release.

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the 2012 IP Security Agreement.
2. Release of Security Interest; Further Assurances. Collateral Agent hereby (i) fully, absolutely, unconditionally and irrevocably terminates, cancels, releases, relinquishes and discharges all of the security interests granted by Pledgor under the IP Security Agreements in or to the Released Registered Trademark, (ii) acknowledges and agrees that

the IP Security Agreements have been terminated and that the Collateral Agent shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Released Registered Trademark and effect the release of such rights to Pledgor and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under each of the Credit Agreement and the IP Security Agreements with respect to the Released Registered Trademark.

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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

**THE BANK OF NOVA SCOTIA,
as Collateral Agent**

By: 

Name: Nick Dinkha
Director

Title: _____

[Signature Page to Termination and Release of Intellectual Property Security Interest]

**TRADEMARK
REEL: 006790 FRAME: 0055**

SCHEDULE A

Trademark Registration:

Mark	Registration No.	Registration Date
LABSTAT	2665113 (U.S.)	2002-12-24