

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
X.O.Tec Corporation	06/29/2013
RECEIVING PARTY DATA	
Name:	Ventlab Holdings, LLC
Street Address:	217 Grandville Ave SW
Internal Address:	4th Floor
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49503
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5492531
CORRESPONDENCE DATA	
Fax Number:	3362744650
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3362731600
Email:	bandia@greensborolaw.com
Correspondent Name:	Gilbert J Andia, Jr.
Address Line 1:	101 W. Friendly Ave
Address Line 2:	Suite 500
Address Line 4:	Greensboro, NORTH CAROLINA 27401
ATTORNEY DOCKET NUMBER:	VENTLAB -- MOOG PAT ASSMT
NAME OF SUBMITTER:	Gilbert J. Andia, Jr.
Signature:	/gilbertandiajr/
Date:	07/12/2013

OP \$40.00 5492531

Total Attachments: 9

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PATENT

REEL: 030788 FRAME: 0864

RELEASE OF SECURITY INTERESTS

As of June 29, 2013

WHEREAS, Moog Inc., a New York business corporation ("Company") and HSBC Bank USA, National Association, as administrative agent ("Administrative Agent") and the Lenders (as defined therein), a party thereto, ("Lenders") are parties to a Fourth Amended and Restated Loan Agreement dated as of March 28, 2013 (as may be further amended, supplemented, extended, renewed, replaced, restated or otherwise modified from time to time, the "Agreement"). Capitalized terms used herein and not otherwise defined are used with their defined meanings from the Agreement.

WHEREAS, the Agreement amended and restated that certain Third Amended and Restated Loan Agreement dated as of March 18, 2011 (the "2011 Agreement"), and in connection with the 2011 Agreement, the original Guarantor parties thereto, including, without limitation, Ethox International, Inc. ("Ethox") and X.O. Tec Corporation ("X.O. Tec") executed and delivered to Administrative Agent (i) an Amended and Restated Continuing, Absolute and Unconditional Guaranty Agreement dated as of March 18, 2011, which was reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated as of March 28, 2013 (as further amended and supplemented through the date hereof, the "Guaranty Agreement"), and (ii) an Amended and Restated Guarantor General Security Agreement dated as of March 18, 2011, which was reaffirmed and amended pursuant to the Reaffirmation and Amendment of Guarantor General Security Agreement dated March 20, 2013 and reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated as of March 28, 2013 (as further amended and supplemented through the date hereof, the "General Security Agreement").

WHEREAS, in connection with the 2011 Agreement, the original Debtors parties thereto, including without limitation, Ethox also executed and delivered to Administrative Agent (i) a Patent Security Agreement - Domestic Subsidiaries dated as of March 18, 2011, which was reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated March 20, 2013 and (ii) a Trademark Security Agreement - Domestic Subsidiaries dated as of March 18, 2011, which was reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated March 20, 2013 (as either agreement at (i) or (ii) above may be further amended and supplemented through the date hereof, collectively, the "IP Security Agreements").

WHEREAS, Moog Ethox LLC, a New York limited liability company ("Moog Ethox") was formed as a wholly owned subsidiary of X.O. Tec, and Moog Ethox and Ethox were subsequently merged with the survivor being Moog Ethox, and Moog Ethox was subsequently merged into X.O. Tec with the survivor being X.O. Tec.

WHEREAS, the Company, in accordance with Section 10.14 of the Agreement, has delivered its certificate to the Administrative Agent (the "Permitted Disposition Certificate") certifying to the Administrative Agent and the Lenders that the Company has sold or disposed of certain assets formerly owned by Ethox pursuant to that certain [Asset Purchase Agreement among Moog Inc., X.O. Tec and Ethox Medical, LLC dated June 29, 2013] (the "Ethox Assets"), which is a Permitted Disposition under the Agreement, and has requested that the Administrative

Agent release its security interest in the Ethox Assets which are secured by the General Security Agreement and the IP Security Agreements.

WHEREAS, Section 10.14 of the Agreement authorizes the Administrative Agent to release any Liens granted to the Administrative Agent by any Guarantor on any Collateral constituting property being sold or disposed of upon receipt of a Permitted Disposition Certificate with respect thereto.

NOW, THEREFORE, in reliance on the Permitted Disposition Certificate, Administrative Agent does hereby release its security interests in the Ethox Assets under the General Security Agreement and the IP Security Agreements. The Administrative Agent hereby agrees to deliver to the Company any patent or trademark release notices and UCC partial releases necessary to reflect the foregoing release.

This release is made solely with respect to Ethox Assets as of the date hereof and does not include the Rochester operations assets previously owned by Ethox or the equity interests in MMC Sterilization Services Group, Inc. or Ethox (Beijing) Medical Devices Trading Inc., which assets continue to be held by the other Guarantors and encumbered by the General Security Agreement. This release is made with full reservation of the rights of the Administrative Agent and the Lenders against the Company and the other Guarantors and other Debtors under the Guaranty Agreement, the General Security Agreement, the IP Security Agreements and the documents executed in connection therewith.

[Signature Page Follows]

Doc #01-2673710.3

IN WITNESS WHEREOF, the Administrative Agent as caused this Release to be executed by its duly authorized officer, as of the date first set forth above.

HSBC BANK USA, NATIONAL
ASSOCIATION, as Administrative Agent

By: 

Name:

ECLIFF JACKMAN

Title:

Assistant Vice President

[Signature Page to Release of Security Interests]

PATENT RELEASE

WHEREAS, pursuant to a certain Patent Security Agreement - Domestic Subsidiaries made as of March 18, 2011 and reaffirmed pursuant to the Reaffirmation Agreement (Guarantors) dated as of March 28, 2013 ("Security Agreement") by several debtors named therein, including Ethox International, Inc. ("Ethox"), and each a subsidiary of Moog Inc. (collectively, the "Debtors") in favor of HSBC Bank USA, National Association, as Administrative Agent for several lenders named therein ("Secured Party"), the Debtors granted a security interest to Secured Party in several patents and patent applications owned by the Debtors, including the patent owned by Ethox and listed on Schedule A attached hereto (the "Ethox Patent"), and a Notice of Security Interest in Patents and Patent Applications dated March 18, 2011 was recorded with the United States Patent and Trademark Office ("USPTO") at reel 026003 and frame 0102 on March 23, 2011 with respect thereto.

WHEREAS, Moog Inc. has notified Secured Party that pursuant to a Permitted Disposition under the Loan Agreement (as defined in the Security Agreement), certain assets of Ethox are being transferred and in accordance with its agreements with the Secured Party, has requested a release of the collateral owned by Ethox from the Security Agreement.

NOW THEREFORE, Secured Party does hereby release any and all interests in the Ethox Patent. The foregoing limited release applies only to the Ethox Patent. Secured Party's security interest in the various other patents and patent applications owned by the Debtors other than Ethox shall continue in all respects and is hereby ratified and confirmed in its entirety.

[Signature Page Follows]

Doc #01-2673715.2

IN WITNESS WHEREOF, Secured Party has caused this Patent Release to be duly executed by its respective officer thereunto duly authorized as of the 29th day of June, 2013.

HSBC BANK USA, NATIONAL ASSOCIATION
as Administrative Agent

By _____

Name: ECLIFF JACKMAN

Title: Assistant Vice President

SCHEDULE A

Moog Ref.	Patent No.	Country	Title	Issue Date
MP-453	5,492,531	US	INFUSER APPARATUS FOR THE GASTRIC CAVITY	02/20/1996

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT (this "*Assignment*") dated as of June 29, 2013 is given by X.O. TEC CORPORATION, a Delaware corporation (the "*Seller*") to VENTLAB HOLDINGS, LLC, a Michigan limited liability company (the "*Buyer*"), pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, among Moog Inc., a New York corporation, the Seller and the Buyer (the "*Purchase Agreement*"). Each capitalized but undefined term used in this Assignment will have the meaning given to it in the Purchase Agreement.

For and upon the consideration provided in the Purchase Agreement, Seller hereby sells, conveys, transfers, assigns, sets over and delivers unto the Buyer, its successors and assigns forever all of its right, title, interest and benefit in and to the registered patent referenced in Exhibit A (the "*Patent*"), together with the goodwill of the business connected with the use thereof.

Seller will, without additional consideration, take such further actions, and execute promptly such further documents, as are necessary to effect, record, and complete the Assignment herein, including any action or documents that may be necessary to protect, secure, and vest good and marketable title to the Patent in Buyer.

This Assignment is understood and agreed to be subject to all the terms and conditions set forth in the Purchase Agreement.

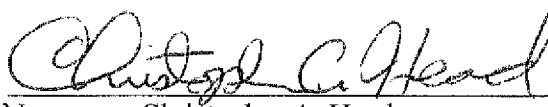
The interpretation and construction of this Assignment, and all matters relating hereto, will be governed by the laws of the State of New York applicable to agreements executed and to be performed solely within such State.

This Assignment may be executed by facsimile or other electronic transmission and the reproduction of signatures by facsimile or other electronic device will be treated as binding as if originals, and Seller agrees and undertakes to provide Buyer with a copy of the Assignment bearing original signatures forthwith upon demand by the Buyer.

[signature page follows]

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the date first written above.

X.O. TEC CORPORATION

By: 
Name: Christopher A. Head
Title: Secretary

Schedule A

<u>Title</u>	<u>Jur</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Issued</u>
Infuser Apparatus For the Gastric Cavity	US	11/21/1994	5,492,531	02/20/1996