

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6833166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS
SEQUENCE:	6

CONVEYING PARTY DATA

Name	Execution Date
DELAWARE TRUST COMPANY	03/31/2021

RECEIVING PARTY DATA

Name:	DRIVE MEDICAL CANADA, INC.
Street Address:	256 AVIVA PARK DRIVE, UNIT 2
City:	ONTARIO
State/Country:	CANADA

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	D628422
Patent Number:	D562161
Patent Number:	7520003
Patent Number:	7628411
Patent Number:	7523950
Patent Number:	7549702
Patent Number:	D666435
Patent Number:	7540296
Patent Number:	7828305
Patent Number:	8573610
Patent Number:	7823230
Patent Number:	8313116
Patent Number:	9173802
Patent Number:	D603302
Patent Number:	7540527
Patent Number:	7066484
Patent Number:	7451992
Patent Number:	7926834
Patent Number:	D572632
Patent Number:	7837208

PATENT

Property Type	Number
Patent Number:	8439376
Patent Number:	D594706

CORRESPONDENCE DATA

Fax Number: (212)909-6836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: NICK S. KALUK, III

Address Line 1: 919 THIRD AVENUE

Address Line 2: DEBEVOISE & PLIMPTON LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 25316-1207

NAME OF SUBMITTER: NICK S. KALUK, III

SIGNATURE: /Nick S. Kaluk, III/

DATE SIGNED: 07/27/2021

Total Attachments: 4

source=Executed doc_Canada_ Term Release Patents_ Drive Medical Canada#page1.tif

source=Executed doc_Canada_ Term Release Patents_ Drive Medical Canada#page2.tif

source=Executed doc_Canada_ Term Release Patents_ Drive Medical Canada#page3.tif

source=Executed doc_Canada_ Term Release Patents_ Drive Medical Canada#page4.tif

TERMINATION AND RELEASE OF
SECURITY INTEREST IN PATENTS

TERMINATION AND RELEASE, dated as of March 31, 2021, from Delaware Trust Company, a Delaware corporation having a principal place of business at 251 Little Falls Drive, Wilmington, DE 19808, as administrative agent and collateral agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Drive Medical Canada Inc., a Canadian corporation having a principal place of business at 256 Aviva Park Drive, Unit 2, Ontario, Canada (the "Grantor"). Capitalized terms used herein without definition are used as defined in the 1.5 Lien Credit Agreement, dated as of October 3, 2019, among the Agent, Medical Depot Holdings, Inc. a Delaware corporation having a principal place of business at 99 Seaview Boulevard, Port Washington, NY 11050 and the Lenders (as amended March 26, 2021 and as may again be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Canadian Collateral Agreement (as hereinafter defined) or the Security Agreement (as hereinafter defined), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain 1.5 Lien Canadian Collateral Agreement, dated as of March 13, 2020 (the "Canadian Collateral Agreement") and that certain Notice and Confirmation of Grant of Security Interest in Patents, dated as of March 13, 2020 (the "Security Agreement"), made by the Grantor in favor of the Agent a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Patents (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on March 13, 2020, at Reel 052111, Frame 0106; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patents;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents pursuant to the Canadian Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Patents: The term "Patents," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Patents (including, without limitation,

those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Patents, and any right, title or interest of the Agent in such Patents shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Delaware Trust Company
as Agent

By: 

Name: Alan R. Halpern
Title: Vice President

SCHEDULE I

Patents and Patent Applications

Title	Reg. #	Appl. #	Owner
Bath mat	D628,422	29/225,048	Drive Medical Canada Inc.
Bath mat with temperature gauge	D562,161	29/277,736	Drive Medical Canada Inc.
Safety bath and shower mat	7,520,003	11/082,946	Drive Medical Canada Inc.
Height adjustable rolling walker for transportation seating	7,628,411	12/031,195	Drive Medical Canada Inc.
Rolling walker	7,523,950	12/109,397	Drive Medical Canada Inc.
Foldable bath seat	7,549,702	11/741,869	Drive Medical Canada Inc.
Bath seat	D666,435	29/389,637	Drive Medical Canada Inc.
Comfort cane	7,540,296	11/434,788	Drive Medical Canada Inc.
Rolling walker and handle grips thereof	7,828,305	11/745,050	Drive Medical Canada Inc.
Footrest apparatus	8,573,610	13/603,883	Drive Medical Canada Inc.
Bath tub rail	7,823,230	12/037,982	Drive Medical Canada Inc.
Mobile support assembly	8,313,116	13/090,002	Drive Medical Canada Inc.
Mobile support assembly	9,173,802	13/681,720	Drive Medical Canada Inc.
Frame for support device	D603,302	29/308,801	Drive Medical Canada Inc.
Mobile support assembly	7,540,527	11/343,299	Drive Medical Canada Inc.
Foldable mobility support device	7,066,484	11/129,569	Drive Medical Canada Inc.
Mobile support assembly	7,451,992	11/978,548	Drive Medical Canada Inc.
Mobile support assembly	7,926,834	11/980,340	Drive Medical Canada Inc.
Frame for support device	D572,632	29/268,082	Drive Medical Canada Inc.
Mobile support assembly	7,837,208	12/082,814	Drive Medical Canada Inc.
Mobile support assembly	8,439,376	12/953,044	Drive Medical Canada Inc.
Cup holder	D594,706	29/312,933	Drive Medical Canada Inc.