

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Administrative Agent		08/06/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	ASHI Holding Company
Street Address:	1450 Westec Drive
City:	Eugene
State/Country:	OREGON
Postal Code:	97402
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1713566	MEDIC FIRST AID
Registration Number:	3735511	MEDIC HEALTH & SAFETY
Registration Number:	3735510	MEDIC HEALTH & SAFETY
Registration Number:	1203969	
Registration Number:	2508510	AMERICAN SAFETY & HEALTH INSTITUTE
Registration Number:	3890925	24-7 FIRE
Serial Number:	77628765	HSI
Serial Number:	77628761	HSI HEALTH & SAFETY INSTITUTE
Registration Number:	3710366	PUSH HERE
Registration Number:	3476318	WE MAKE LEARNING TO SAVE LIVES EASY

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-75
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	08/07/2012

Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is granted as of August 6, 2012 by U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders (in such capacity, the "Agent"), in favor of ASHI HOLDING COMPANY ("ASHI"), a company organized under the laws of the State of Delaware.

WHEREAS, ASHI, together with Medic First Aid International, Inc. ("Medic First Aid") and American Safety and Health Institute, Inc. ("American Safety"), are parties with Agent and the Lenders to a Credit Agreement dated as of December 31, 2009 (as amended, supplemented, extended, restated, or otherwise modified prior to the date hereof, the "Credit Agreement") pursuant to which the Agent and the Lenders agreed, among other things, to extend certain credit accommodations to ASHI and certain of its affiliates under the terms and conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Medic First Aid executed and delivered a Collateral Assignment Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Medic First Aid Collateral Assignment") granting the Agent a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Medic First Aid Collateral Assignment was dated as of December 31, 2009, and was recorded with the United States Patent and Trademark Office ("PTO") against the Trademark Collateral identified on Exhibit A hereto on January 5, 2010, at Reel 4124, Frame 0883;

WHEREAS, subsequent to the recordation of the Medic First Aid Collateral Assignment, Medic First Aid assigned ownership of the Trademark Collateral identified on Exhibit A hereto to ASHI;

WHEREAS, pursuant to the Credit Agreement, American Safety executed and delivered a Collateral Assignment Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "American Safety Collateral Assignment") granting the Agent a security interest in and lien on certain Trademark Collateral;

WHEREAS, the American Safety Collateral Assignment was dated as of December 31, 2009, and was recorded with the PTO against the Trademark Collateral identified on Exhibit B hereto on January 5, 2010, at Reel 4124, Frame 0863;

WHEREAS, subsequent to the recordation of the American Safety Collateral Assignment, American Safety assigned ownership of the Trademark Collateral identified on Exhibit B hereto to ASHI;

WHEREAS, pursuant to the Credit Agreement, ASHI executed and delivered a Collateral Assignment Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "ASHI Collateral Assignment") granting the Agent a security interest in and lien on certain Trademark Collateral;

WHEREAS, the ASHI Collateral Assignment was dated as of December 31, 2009, and was recorded with the PTO against the Trademark Collateral identified on Exhibit C hereto on January 5, 2010, at Reel 4124, Frame 0848; and

WHEREAS, ASHI and its affiliates have satisfied all of the obligations under the Credit Agreement and have requested that the Agent terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

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

1. Definitions. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges all security interests in and liens on the following Collateral of ASHI (collectively, the "Trademark Collateral") granted pursuant to the Credit Agreement:


those trademarks and tradenames set forth on Exhibit A, Exhibit B, Exhibit C, and any and all other trademark application(s), registration(s), or common law rights in trademarks owned by ASHI or covered by the Medic First Aid Collateral Assignment, the American Safety Collateral Assignment, or the ASHI Collateral Assignment, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said trademarks.

3. Reassignment. The Agent hereby reassigns, grants and conveys to ASHI, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral.

[SIGNATURE ON THE FOLLOWING PAGE]

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

U.S. BANK NATIONAL ASSOCIATION,
as Agent



By: 
Name: Bradley R. Sprang
Title: Vice President

Termination and Release of Security Interest in Trademarks
(ASHI HOLDING COMPANY)



TRADEMARK
REEL: 004837 FRAME: 0629

EXHIBIT A


1. U.S. Federal Trademark Registrations

Mark	Reg. No.	Reg. Date
MEDIC FIRST AID	1,713,566	9/8/1992
MEDIC HEALTH & SAFETY	3,735,511	1/12/2010
MEDIC HEALTH & SAFETY & Design 	3,735,510	1/12/2010
Design Mark 	1,203,969	8/3/1982

2. Foreign Trademark Registrations

Jurisdiction	Registration No.	Trademark	Issue Date
Canada	TMA509572	Circle of Care & Design 	03/18/1999
Canada	TMA510181	Design Mark 	03/29/1999
Canada	TMA505420	EMP CANADA	12/11/1998

Termination and Release of Security Interest in Trademarks
(ASHI HOLDING COMPANY)

Jurisdiction	Registration No.	Trademark	Issue Date
Canada	TMA505367	EMP & Design 	12/10/1998
Canada	TMA511011	MEDIC FIRST AID	04/16/1999

3. **Common Law Trademarks**


MEDIC FIRST AID INTERNATIONAL



MEDIC ONESOURCE

EXHIBIT B

1. U.S. Federal Registrations

Mark	Reg. No.	Reg. Date
AMERICAN SAFETY & HEALTH INSTITUTE & Design 	2,508,510	11/20/2001



2. Common Law Trademarks

ASHI

AMERICAN SAFETY AND HEALTH INSTITUTE

EXHIBIT C

1. U.S. Federal Applications and Registrations

Mark	Reg. No. / Ser. No.	Reg. Date / App. No.
24-7 FIRE	3,890,925	12/14/2010
HSI & Design 	77/628,765	12/8/2008
HSI HEALTH & SAFETY INSTITUTE & Design 	77/628,761	12/8/2008
PUSH HERE	3,710,366	11/10/2009
WE MAKE LEARNING TO SAVE LIVES EASY	3,476,318	7/29/2008

2. Common Law Trademarks

HSI