

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/22/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES

**RECEIVING PARTY DATA**

Name:	PROGRESSIVE MEDICAL, INC.
Street Address:	6410 POPLAR
Internal Address:	SUITE 800
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2603390	FIRST FILL
Registration Number:	3121194	SCRIPT-WISE
Serial Number:	76687297	I-ALERT

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 301-638-0511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle  
 Address Line 2: attn: Penelope J.A. Agodoa  
 Address Line 4: Waldorf, MARYLAND 20602

OP \$90.00 2603390

ATTORNEY DOCKET NUMBER:	CRS1-38978
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/04/2013
Total Attachments: 4 source=38978#page1.tif source=38978#page2.tif source=38978#page3.tif source=38978#page4.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 22, 2013 (“Release”), is made by Bank of America, N.A. (“Administrative Agent”) in favor of Progressive Medical, Inc. (“Grantor”).

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of October 1, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of October 1, 2010 (“Notice”); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on January 5, 2011 at Reel 4446 Frame 0832.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice, as applicable.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, re-pledges, reassigns and releases to the Grantor the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

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**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

By: 

Name: Kevin L. Ahart

Title: Vice President

Schedule A

**Registered Marks**

Mark	Registration No.	Registration Date
FIRST FILL	2603390	8/6/02
SCRIPT-WISE	3121194	7/25/06

**Trademark Applications**

Mark	Application No.	Filing Date
I-ALERT	76687297	3/3/08