TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM363213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		11/17/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS SUCCESSOR AGENT		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814-5318		
Entity Type:	LIMITED LIABILITY COMPANY:		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2427318	SUTURE EXPRESS

CORRESPONDENCE DATA

Fax Number:

7037125050

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: Email:

703-712-5352

jmiller@mcguirewoods.com

Correspondent Name:

Joyce Miller

Address Line 1:

1750 Tysons Blvd.

Address Line 2:

Suite 1800

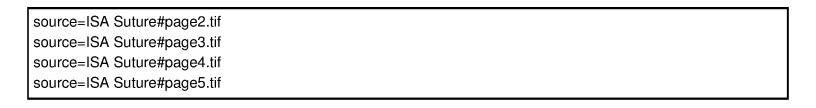
Address Line 4:

Tysons Corner, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2060236-0110		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	11/20/2015		

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment"), dated as of November 17, 2015, is by GENERAL ELECTRIC CAPITAL CORPORATION, (as the current and resigning administrative agent, the "Retiring Agent") and HEALTHCARE FINANCIAL SOLUTIONS, LLC¹, (as the successor administrative agent together with its successors and assigns, the "Successor Agent").

RECITALS:

WHEREAS, Suture Express, Inc. and Suture Express Holdings, Inc. as "Grantor", and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "Agreements") pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the "Subject IP"); and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent herby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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¹ Healthcare Financial Solutions, LLC is a Delaware limited liability company that does business as HFS Healthcare Financial Solutions, LLC in Alabama, California, Florida, Illinois, Maryland, Missouri, New Jersey, New Mexico and Texas and as HFS Healthcare Financial Solutions in New Hampshire

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION As Retiring Agent

By: Name: N Darrem Alcus

Title: Duly Authorized Signatory

SUCCESSOR AGENT:

HEALTHCARE FINANCIAL./
SOLUTIONS/LLC, as Suggessor Agent

By: Name: H. Darren Alcus

Title: Duly Authorized Signatory

EXHIBIT A

rademark Security Agreement dated as of January 28, 2010 and filed with the United stent and Trademark Office on February 2, 2010 at Reel 004141, Frame 0975	States

Assignment of Intellectual Property Security Agreement

EXHIBIT B

[See attached]

Assignment of Intellectual Property Security Agreement

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

The registered service mark "Suture Express" (USPTO Reg. No. 2,427,318).

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

15512748.1.BUSINESS

TRADEMARK REEL: 005674 FRAME: 0544

RECORDED: 11/20/2015