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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM499131

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent	FORMERLY General Electric Capital Corporation	11/15/2018	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	ICP Medical, LLC	
Street Address:	630 Fifth Ave., Suite 2400	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10111	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4704562	RR RAPID REFRESH SOLUTIONS
Registration Number:	4795630	RR RAPID REFRESH SOLUTIONS
Registration Number:	3943666	R2 CURTAIN SYSTEM
Serial Number:	87578915	ICP MEDICAL
Serial Number:	87612588	ICP MEDICAL

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-74
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/21/2018

Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "<u>Release</u>") is made as of November 15, 2018, by ANTARES CAPITAL LP (successor in interest to General Electric Capital Corporation), in its capacity as Agent ("<u>Agent</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

WITNESSETH:

WHEREAS, ICP Medical, LLC, a Delaware limited liability company ("<u>Grantor</u>") and Agent are parties to that certain Trademark Security Agreement dated as of December 20, 2012 (the "<u>2012 Agreement</u>"), that certain Trademark Security Agreement dated as of May 28, 2015 (the "<u>2015 Agreement</u>"), that certain Trademark Security Agreement dated as of October 6, 2017 (the "<u>2017 Agreement</u>") and that certain Trademark Security Agreement dated as of May 1, 2018 (the "<u>2018 Agreement</u>"; the 2012 Agreement, the 2015 Agreement, the 2017 Agreement and the 2018 Agreement, collectively the "<u>Security Agreements</u>") pursuant to which Grantor granted a security interest to Agent for the benefit of the Secured Parties in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the 2012 Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on December 21, 2012, at Reel 4927, Frame 0530;

WHEREAS, the 2015 Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on May 29, 2015, at Reel 5525, Frame 0718;

WHEREAS, the 2017 Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on April 12, 2018, at Reel 6346, Frame 0388;

WHEREAS, the 2018 Agreement was recorded by the Trademark Division of the United States Trademark and Trademark Office on May 2, 2018, at Reel 6324, Frame 0761; and

WHEREAS, the Agent now desires to terminate and release its security interest in the Trademarks and Trademark Collateral listed on <u>Schedule 1</u> hereto and reassign any and all rights in the same to Grantor.

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

- 1. Agent hereby irrevocably and unconditionally terminates, releases and discharges its lien on and security interest in all of the collateral under which any rights are granted under the Security Agreements (collectively the "<u>Trademark Collateral</u>"), including without limitation any and all of the following:
 - (i) all of its Trademarks, including, without limitation, those referred to on Schedule $\underline{1}$ hereto;
 - (ii) all renewals and extensions of the foregoing;
 - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- (iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Agent hereby irrevocably and unconditionally reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.
- 3. This Release shall be construed, interpreted and the rights of the parties determined in accordance with, the laws of the State of New York, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

Name: Kirk Sonnefeld

Title: Duly Authorized Signatory

SCHEDULE 1

Country Title Application No. Trademark No. **Filing Date Issue Date** RR RAPID REFRESH 85983079 4704562 US **SOLUTIONS** 2/25/13 3/17/15 RR RAPID REFRESH 4795630 85858685 US **SOLUTIONS** 2/25/13 8/18/15 **ICP MEDICAL** 87578915 US 8/22/17 **ICP** Medical 87612588 US 9/18/17 85099181 **R2 CURTAIN SYSTEM** 3943666 US 8/3/2010 4/12/2011

TRADEMARKS AND TRADEMARK APPLICATIONS

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RECORDED: 11/21/2018