# CH \$240.00 276724

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM763490

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name                                 | Formerly | Execution Date | Entity Type                                    |
|--------------------------------------|----------|----------------|--|
| Capital One, National<br>Association |          | 10/25/2022     | National Banking Association:<br>UNITED STATES |

### **RECEIVING PARTY DATA**

| Name:           | SPECIALTY SURGICAL INSTRUMENTATION, INC. |  |  |  |
|-----------------|--|--|--|--|
| Street Address: | 3034 OWEN DRIVE                          |  |  |  |
| City:           | ANTIOCH                                  |  |  |  |
| State/Country:  | TENNESSEE                                |  |  |  |
| Postal Code:    | 37013                                    |  |  |  |
| Entity Type:    | Corporation: TENNESSEE                   |  |  |  |

### **PROPERTY NUMBERS Total: 9**

| Property Type        | Number   | Word Mark                 |
|----------------------|----------|---------------------------|
| Registration Number: | 2767242  | AARON                     |
| Registration Number: | 3662684  | BOVIE                     |
| Registration Number: | 1208079  | BOVIE                     |
| Registration Number: | 4960363  | BOVIE                     |
| Registration Number: | 5324409  | BOVIE                     |
| Registration Number: | 4937528  | BOVIE ULTIMATE            |
| Registration Number: | 2455921  | DEDICATED TO DISTRIBUTION |
| Serial Number:       | 86791930 | OPERATING WITH PRECISION  |
| Registration Number: | 0507917  | BOVIE                     |

### **CORRESPONDENCE DATA**

**Fax Number:** 3128622200

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:** 312-862-4396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

TRADEMARK REEL: 007876 FRAME: 0771

| ATTORNEY DOCKET NUMBER: | 48312-5           |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | NOREEN GOSSELIN   |
| SIGNATURE:              | /NOREEN GOSSELIN/ |
| DATE SIGNED:            | 10/25/2022        |
| =                       |                   |

### **Total Attachments: 3**

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TRADEMARK REEL: 007876 FRAME: 0772

### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Release</u>") is made as of October 25, 2022 ("<u>Effective Date</u>") executed by Capital One, National Association (successor-in-interest to Healthcare Financial Solutions, LLC), as Agent (the "Agent"), in favor of Specialty Surgical Instrumentation, Inc., a Tennessee corporation ("<u>Grantor</u>").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated August 30, 2018 (the "<u>Trademark Security Agreement</u>"); capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Trademark Security Agreement or the Amended and Restated Guaranty and Security Agreement by the Grantor in favor of the Agent, dated as of April 2, 2021, as applicable, the Grantor granted to the Agent a continuing Lien on and security interest in and to all of the Grantor's right, title and interest in the following Collateral owned by the Grantor in its own name and as set out on Schedule I attached hereto (collectively the "<u>Trademark Collateral</u>");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 30, 2018 at Reel 6432 Frame 0143;

WHEREAS, the Agent wishes to terminate the Trademark Security Agreement and release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve those liens and encumbrances created by the Trademark Security Agreement in respect of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby (i) terminates the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests or Liens it has and all of its right, title and interest in, to and under the Trademark Collateral, whether now owned or hereafter created or acquired by the Grantor, (iii) reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by the Agent, any and all of the Agent's right, title and interest in and to the Trademarks and Trademark Licenses, (iv) agrees, at the expense of the Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Agent's security interest in the Trademark Collateral and (v) authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release of Trademark Collateral.

[SIGNATURE PAGE FOLLOW]

TRADEMARK
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**IN WITNESS WHEREOF**, the Agent has caused this Trademark Release to be executed by its duly authorized representative as of the Effective Date.

CAPITAL ONE, NATIONAL ASSOCIATION,

as the Agent

Name: Michael Foust

Title: Its Duly Authorized Signatory

**REEL: 007876 FRAME: 0774** 

# SCHEDULE 1

# <u>Trademarks</u>

# Trademarks owned by Specialty Surgical Instrumentation, Inc.

**RECORDED: 10/25/2022** 

| Trademark                       | Country       | Appl. No.  | Appl. Date | Reg. No.  | Reg. Date  | Status     |
|---------------------------------|---------------|------------|------------|-----------|------------|------------|
| AARON                           | United States | 76/093,377 | 7/20/2000  | 2,767,242 | 9/23/2003  | Registered |
| BOVIE                           | United States | 77/499,912 | 6/16/2008  | 3,662,684 | 8/4/2009   | Registered |
| BOVIE                           | United States | 73/329,856 | 9/28/1981  | 1,208,079 | 9/14/1982  | Registered |
| BOVIE                           | CTM           | 003351855  | 9/12/2003  | 003351855 | 12/17/2004 | Registered |
| BOVIE                           | Canada        | 0197850    | 12/30/1947 | UCA28960  | 12/30/1947 | Registered |
| BOVIE                           | Japan         | S57-043542 | 5/21/1982  | 1783448   | 6/25/1985  | Registered |
| BOVIE                           | United States | 86/788,702 | 10/15/2015 | 4,960,363 | 5/17/2016  | Registered |
| BOVIE and design                | United States | 71/543,007 | 9/4/1947   | 507,917   | 3/22/1949  | Registered |
| BOVIE and design                | United States | 86/791,878 | 10/19/2015 | 5,324,409 | 10/31/2017 | Registered |
| BOVIE and design                | France        | 1506770    | 1/3/1989   | 1506770   | 1/3/1989   | Registered |
| BOVIE<br>ULTIMATE               | United States | 86/356,334 | 8/4/2014   | 4,937,528 | 4/12/2016  | Registered |
| DEDICATED<br>TO<br>DISTRIBUTION | United States | 75/596,045 | 11/27/1998 | 2,455,921 | 5/29/2001  | Registered |
| OPERATING<br>WITH<br>PRECISION  | United States | 86/791,930 | 10/19/2015 |           |            | Allowed    |
| BOVIE                           | China         | 16425066   | 2/28/2015  | 16425066  | 4/14/2017  | Registered |

TRADEMARK REEL: 007876 FRAME: 0775