

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		05/21/2013	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	American HealthTech, Inc.		
Street Address:	574 Highland Colony Parkway		
Internal Address:	Suite 200		
City:	Ridgeland		
State/Country:	MISSISSIPPI		
Postal Code:	39157		
Entity Type:	CORPORATION: MISSISSIPPI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2863936	AMERICAN HEALTHTECH	
Registration Number:	2861858	AMERICAN HEALTHTECH	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>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.</i>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	029925.196		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	01/12/2016		
Total Attachments: 3			

OP \$65.00 2863936

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RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 21, 2013 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 5032, Frame 0005 on May 21, 2013, AMERICAN HEALTHTECH, INC., a Mississippi corporation ("Releasee"), unconditionally granted, assigned, and pledged to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Releasor"), as administrative agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of Releasee's right, title and interest in and to the following, whether then-owned or thereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all of its United States Trademark registrations and applications for registration including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License for Trademarks; and

(d) Notwithstanding anything contained in the Trademark Security Agreement to the contrary, Trademark Collateral does not include any United States intent-to-use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark shall be considered Trademark Collateral; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement to confirm the release, relinquishment and discharge of its continuing first priority security interest in the Trademark Collateral.


NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest. Releasor hereby, without any representation and warranty and without any recourse, releases, relinquishes and discharges its continuing security interest in the Trademark Collateral.

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of January 8, 2016.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: *Akiko Farnsworth*
Title: *Vice President*

RELEASE OF TRADEMARK
SECURITY AGREEMENT

TRADEMARK
REEL: 005708 FRAME: 0029

SCHEDULE I

to

RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
American HealthTech, Inc.	2863936	AMERICAN HEALTHTECH
American HealthTech, Inc.	2861858	AMERICAN HEALTHTECH