

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLY BANK		04/10/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	CC ACQUISITION CO.		
Street Address:	1299 Pennsylvania Ave., N.W.; Suite 700		
Internal Address:	Cooley LLP		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20004		
Entity Type:	Corporation: DELAWARE		
Name:	CCO INSURANCE SOLUTIONS LLC		
Street Address:	650 Townsend Street, Suite 410		
Internal Address:	c/o ClearCare, Inc.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85265593	CLEARCARE	
Serial Number:	85749778	FAMILY ROOM	
Serial Number:	85749786	SCHEDULE GENIE	
Serial Number:	86617440	CAREGUARD	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-728-7045		
Email:	chowell@cooley.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1299 Pennsylvania Ave., N.W.; Suite 700		
TRADEMARK			

CH \$115.00 85265593

Address Line 2: Cooley LLP
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER: Catherine R. Howell, Senior Paralegal

SIGNATURE: /Catherine R. Howell/

DATE SIGNED: 04/25/2017

Total Attachments: 11

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ALLY BANK
300 Park Avenue, 4th Floor
New York, New York 10022

Payoff Letter

April 10, 2017

CC Acquisition Co., a Delaware corporation ("Parent")
ClearCare, Inc., a Delaware corporation ("Operating Company")
CCO Insurance Solutions LLC, a California limited liability company ("Sub")
1 Marina Park Drive, Suite 1100
Boston, MA 02210

Ladies and Gentlemen:

Reference is made to that certain Loan and Security Agreement dated as of August 17, 2016 (as amended, supplemented, restated or modified from time to time, the "**Loan Agreement**") by and among you (jointly and severally, "**Borrower**") and ALLY BANK. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

Borrower has given Lender notice that Borrower intends to repay all the Obligations (other than the Continuing Obligations referred to below) owing under the Loan Agreement and the other Loan Documents.

Redacted

Lender hereby acknowledges and agrees that upon its receipt of (x) the Total Payoff Amount (including any required Per Diem Amount) in accordance with the applicable wiring instructions set forth on Schedule I and in immediately available funds and (y) a copy of this letter agreement executed by the Borrower (the preceding clauses (x) and (y) are referred to herein as the "**Payoff Conditions**").

- (i) all Obligations and other amounts owing to Lender pursuant to the Loan Agreement and the other Loan Documents (other than the Continuing Obligations) shall automatically and immediately be deemed satisfied, discharged and paid in full, and of no further force and effect and all other rights, benefits, and protections provided to or in respect of the Lender (except with respect to the Continuing Obligations) shall be of no further force and effect and all obligations to make Loans and any other loans or extensions of credit, under, or with respect to, the Loan Agreement shall be terminated;

- (ii) all the security interests, Liens on, and pledges of, the assets and property, real or personal, tangible or intangible, of Borrower or any other party granted under the Loan Agreement and the other Loan Documents in favor of Lender shall be automatically released and terminated and shall be of no further force and effect (without representation or warranty on our part) with no further action on the part of Lender;
- (iii) the Loan Agreement and other Loan Documents shall be automatically terminated and be of no further force and effect, except with respect to the Continuing Obligations; and
- (iv) Borrower or its counsel (or their respective designees) are authorized to file UCC termination statements and any other documents necessary to evidence the release of the security interests (including without limitation intellectual property releases, mortgage releases, terminations of landlord waivers and deposit account control agreement terminations), Liens and pledges referred to in clause (ii) above.

Redacted

For and in consideration of Lender's agreements contained herein, Borrower hereby release and forever discharge (the "Release") Lender and its parents, subsidiaries and affiliates, past or present, and each of them, as well as its directors, officers, agents, servants, employees, shareholders, representatives, attorneys, administrators, executors, heirs, assigns, predecessors and successors in interest, and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, and each of them (collectively, the "Releasees"), from and against any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action in law or equity, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, fixed or contingent, suspected or unsuspected by Borrower, and whether concealed or hidden (collectively, "Claims"), which Borrower now owns or holds or have at any time heretofore owned or held, which are based upon or arise out of or in connection with any matter, cause or thing existing at any time prior to the date hereof or anything done, omitted or suffered to be done or omitted at any time prior to the date hereof in connection with (or related to) the Loan Agreement or the other Loan Documents (collectively the "Released Matters").

Borrower represents, warrant and agrees, that in executing and entering into the Release, it is not relying and has not relied upon any representation, promise or statement made by anyone which is not recited, contained or embodied in this letter agreement, the Loan Agreement or the other Loan Documents. Borrower has reviewed this Release with its legal counsel, and understands and acknowledges the significance and consequence of the Release and of the specific waiver thereof contained herein. Borrower understands and expressly assumes the risk that any fact not recited, contained or embodied therein may turn out hereafter to be other than, different from, or contrary to the facts now known to Borrower or believed by Borrower to be true. Nevertheless, Borrower intends by this Release to release fully, finally and forever all Released Matters and agrees that this Release shall be effective in all respects notwithstanding any such difference in facts, and shall not be subject to termination, modification or rescission by reason of any such difference in facts.

Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claims released, remised and discharged by Borrower pursuant to this letter agreement. If Borrower violates the foregoing covenant, Borrower agrees to pay,

in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation. This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in that State. This letter may be executed in one or more counterparts each of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or electronic transmission (including by .pdf and other similar format) shall be deemed to be an original signature hereto.


ALLY BANK

By: 
Name: Gabe C. Wise
Title: Authorized Signatory

Acknowledged and Agreed
to on April 10, 2017.

Borrower:

CC ACQUISITION CO.

By 
Title President

Borrower:

CLEARCARE, INC.

By _____
Title Chief Executive Officer

Borrower:


CCO INSURANCE SOLUTIONS LLC

By _____
Title Manager

Acknowledged and Agreed
to on April 10, 2017.


Borrower:

CC ACQUISITION CO.

By 
Title President


Borrower:

CLEARCARE, INC.

By 
Title Chief Executive Officer

Borrower:

CCO INSURANCE SOLUTIONS LLC

By 
Title Manager

Schedule I

Redacted

Schedule I

TRADEMARK
REEL: 006041 FRAME: 0170

RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND PATENTS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS AND PATENTS (this "Release") is made as of this 10th day of April 2017, by ALLY BANK ("Exiting Lender"), in favor of CLEARCARE, INC., a Delaware corporation ("Company").

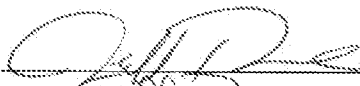
Reference is made to that certain Payoff Letter dated as of April 10, 2017 among Exiting Lender, Company and certain other borrowers identified therein (the "Payoff Letter").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Payoff Letter, Exiting Lender hereby releases all liens, security interests, right, title and interest of Exiting Lender granted by Company in favor of Exiting Lender (collectively, the "Interests") in and to each of (i) the trademarks listed on Schedule A attached hereto, and (ii) the patents and patent applications listed on Schedule B attached hereto, which Interests are evidenced by (1) that certain Intellectual Property Security Agreement, executed by Company in favor of Exiting Lender, and recorded with the United States Patent and Trademark Office on August 26, 2016 at Reel/Frame 5865/0234, and (2) that certain Intellectual Property Security Agreement, executed by Company in favor of Exiting Lender, and recorded with the United States Patent and Trademark Office on August 17, 2016 at Reel/Frame 039843/0976, and reassigns all Interests to Company, including without limitation all goodwill associated therewith, in each case without recourse or representation or warranty, express or implied, and authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

[Signature Page Follows]

IN WITNESS WHEREOF, Exiting Lender has caused this Release to be executed by its authorized officer as of the date of this Release.

ALLY BANK

By: 
Name: Jeff Rusznak
Title: Authorized Signatory

SCHEDULE A

U.S. Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
CareGuard	86617440	Registered	4904164	02/23/2016
ClearCare	85265593	Registered	4095610	02/07/2012
SCHEDULE GENIE	85749786	Registered	4724186	04/21/2015
FAMILY ROOM	85749778	Registered	4602047	09/09/2014

SCHEDULE B

U.S. Registered Patents and Pending Patent Applications

	Title/ Description	Application Number	Registration/ Application Date	Jurisd- ictions	Ownership
1	UPDATING A CALENDAR OR TASK STATUS VIA TELEPHONY	13/180,447	7/11/2011	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976
2	UPDATING A CALENDAR OR TASK STATUS VIA TELEPHONY	13/420,506	3/14/2012	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976
3	SYSTEM AND APPARATUS FOR GENERATING WORK SCHEDULES	13/444,737	4/11/2012	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976
4	SYSTEM AND APPARATUS FOR GENERATING WORK SCHEDULES	13/764,581	2/11/2013	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976
5	SYSTEM AND APPARATUS FOR GENERATING WORK SCHEDULES	13/767,421	2/14/2013	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976
6	SYSTEM AND APPARATUS FOR PREVENTING READMISSIO N AFTER DISCHARGE	14/023,238	9/10/2013	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976
8	SYSTEM AND APPARATUS FOR GENERATING WORK	14/051,294	10/10/2013	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976

Schedule A

TRADEMARK
REEL: 006041 FRAME: 0174

	Title/ Description	Application Number	Registration/ Application Date	Jurisd- ictions	Ownership
	SCHEDULES				
9	SYSTEM AND APPARATUS FOR GENERATING WORK SCHEDULES	13/940,155	07/11/2013	US	Collaterally assigned to Ally Bank; 08/26/2016 Reel/Frame 039843/0976