# OP \$240.00 328282

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM454804

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Agent		12/15/2017	Bank: CANADA

## **RECEIVING PARTY DATA**

Name:	CARENEXT POST-ACUTE LLC
Street Address:	400 Buckwalter Place Boulevard
City:	Bluffton
State/Country:	SOUTH CAROLINA
Postal Code:	29910
Entity Type:	Limited Liability Company: DELAWARE
Name:	DNA DIRECT, INC.
Street Address:	400 Buckwalter Place Boulevard
City:	Bluffton
State/Country:	SOUTH CAROLINA
Postal Code:	29910
Entity Type:	Corporation: DELAWARE
Name:	CARECORE NATIONAL, LLC
Street Address:	400 Buckwalter Place Boulevard
City:	Bluffton
State/Country:	SOUTH CAROLINA
Postal Code:	29910
Entity Type:	Limited Liability Company: NEW YORK

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

Property Type	Number	Word Mark
Registration Number:	3282821	DNADIRECT
Registration Number:	3169647	CARENEXT
Registration Number:	4198553	BREATH FOR LIFE
Registration Number:	4314307	CARENEXT CONTINUITY
Serial Number:	86101220	DNA DIRECT
Serial Number:	86124281	CARECORE NATIONAL
Serial Number:	86097093	CARECORE NATIONAL
	•	TRADEMARK

900432393 REEL: 006230 FRAME: 0537

Property Type	Number	Word Mark
Serial Number:	86173734	CARECORE
Serial Number:	86182836	PATHINSIGHT

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123037092

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:** 212.318.6692

**Email:** mollyvaughan@paulhastings.com

Correspondent Name: Molly Vaughan
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	F174388
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	12/15/2017

#### **Total Attachments: 5**

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# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of December 15, 2017, is made by ROYAL BANK OF CANADA, as Agent (defined below) in favor of the Grantors listed on Schedule I hereto.

#### WITNESSETH

WHEREAS, in connection with that certain Credit Agreement dated as of March 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among CareCore National, LLC (the "Borrower"), CareCore National Intermediate Holdings, LLC ("Holdings"), the Lenders party thereto (the "Lenders"), and Royal Bank of Canada, as agent for the Lenders (in such capacity, "Agent"), the Lenders severally agreed to make extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement and pursuant to the Guarantee and Collateral Agreement dated as of March 7, 2014 (the "Guarantee and Collateral Agreement"), the Grantors were required to execute and deliver certain Trademark Security Agreements, a Patent Security Agreement and a Copyright Security Agreement (collectively, the "IP Security Agreements"), and pursuant thereto the Grantors granted continuing security interests in the intellectual property owned by Grantors as listed on Schedule I attached hereto (the "Intellectual Property Collateral"); and

**WHEREAS**, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office (the "**USPTO**") on the date and in the reel and frame numbers as set forth on <u>Annex I</u> hereto;

**WHEREAS**, the Patent Security Agreement was recorded in the USPTO on the date and in the reel and frame number as set forth on <u>Annex I</u> hereto; and

WHEREAS, the Copyright Security Agreement was recorded in the United States Copyright Office (the "Copyright Office") on the date and in the volume and document number as set forth on Annex I hereto;

**NOW THEREFORE**, Agent hereby releases, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to any agreement or document delivered in connection with the Guarantee and Collateral Agreement, and Agent hereby reassigns any and all such right, title and interest (if any) that Agent may have in the Intellectual Property Collateral to the Grantors.

The Agent hereby authorizes that this Release may be recorded by or for the Grantors (or its designees), at the Grantor's expense, with the U.S. Patent and Trademark Office, the United States Copyright Office or any similar office or agency within or outside the United States.

The Agent agrees, at Grantor's sole cost and expense, to cooperate with Grantor and to provide Grantor with the information, additional authorization and assistance (including, without limitation, the execution and delivery of any documents or other instruments) reasonably required to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first written above.

ROYAL BANK OF CANADA, as Agent

By: \_\_\_ Name: Title:

Susan, Khokher Manager, Agency

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

#### SCHEDULE I

to

#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

Copyright Security Agreement dated as of March 7, 2014, between LANDMARK HEALTHCARE, INC., as Grantor, and Royal Bank of Canada, as agent for the Lenders, recorded on March 10, 2014, Volume 9908 and Doc. No. 817.

Trademark Security Agreement dated as of March 7, 2014, between DNA DIRECT, INC., as Grantor, and Royal Bank of Canada, as agent for the Lenders, recorded on March 7, 2014, at Reel/Frame 5232/0717.

Trademark Security Agreement dated as of March 7, 2014, between CARECORE NATIONAL, LLC, as Grantor, and Royal Bank of Canada, as agent for the Lenders, recorded on March 7, 2014, at Reel/Frame 5232/0725.

Trademark Security Agreement dated as of September 24, 2014, between CARENEXT POST-ACUTE LLC, as Grantor, and Royal Bank of Canada, as agent for the Lenders, recorded on October 6, 2014, at Reel/Frame 5375/0859.

Patent Security Agreement dated as of March 7, 2014, between DNA DIRECT, INC., as Grantor, and Royal Bank of Canada, as agent for the Lenders, recorded on March 7, 2014, at Reel/Frame 032401/0198.

#### **Registered Copyrights:**

Copyright	Registration or Publication No.	Issuance or Registration Date	Owner
Acupuncture Clinical Practice	TX0007249241	January 19, 2010	LANDMARK HEALTHCARE,
Guidelines Chiropractic Clinical Practice Guidelines	TX0007341397	January 19, 2010	LANDMARK HEALTHCARE, INC
Chiropractic Clinical Practice Guidelines	TX0007390032	April 13, 2011	LANDMARK HEALTHCARE, INC.
Physical/Occupational Therapy Clinical Practice Guidelines	TX0007324625	January 19, 2010	LANDMARK HEALTHCARE, INC.
Physical & Occupational Therapy Clinical Practice Guidelines	TX0007390039	April 13, 2011	LANDMARK HEALTHCARE, INC.
Speech Therapy Clinical Practice Guidelines	TX0007346422	January 27, 2010	LANDMARK HEALTHCARE, INC.

## **United States Trademarks:**

Trademark	Registratio n No.	Registration Date	Owner
DNAdirect	3282821	August 21, 2007	DNA DIRECT, INC.

Trademark	Reg. No.	Application Date	Registrant
CARENEXT	3169647	November 7, 2006	CareNext, LLC
BREATH FOR LIFE	4198553	August 28, 2012	CareNext, LLC
CARENEXT CONTINUITY	4314307	April 2, 2013	CareNext, LLC

# **United States Trademark Applications:**

DNA DIRECT	n No.	October 25, 2013	DNA DIRECT, INC.
I DNA DIKECI	00101220	October 25, 2015	DNA DIKECT, INC.

Trademark	Applicatio n No.	Applicatio n Date	Applicant
CARECORE NATIONAL	86124281	November 20, 2013	CARECORE NATIONAL, LLC
CARECORE NATIONAL	86097093	October 21, 2013	CARECORE NATIONAL, LLC
CARECORE	86173734	January 23, 2014	CARECORE NATIONAL, LLC
PATHINSIGHT	86182836	February 3, 2014	CARECORE NATIONAL, LLC

# **United States Patent Applications:**

**RECORDED: 12/15/2017** 

Patent	Application No.	Application Date	Applicant
Molecular Diagnostics	13/103,469	May 9, 2011	DNA DIRECT, INC.
Utilization Management			
Computer System			
Architecture and			
Computer Implemented			