

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs USA Bank		07/11/2018	New York State Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Community Health, LLC		
Street Address:	655 Brawley School Road, Suite 200		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Carrolton Home Care, LLC		
Street Address:	655 Brawley School Road, Suite 200		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Curo Health Services, LLC		
Street Address:	655 Brawley School Road, Suite 200		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4102215	NOW MEANS NOW	
Registration Number:	3043878	COMMUNITY HOME CARE & HOSPICE	
Registration Number:	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR H	
Registration Number:	4807007	CURO HEALTH SERVICES	
Registration Number:	4807006	C CURO HEALTH SERVICES	
Serial Number:	86428828	CURO HEALTH SERVICES	
Serial Number:	86428476	C CURO HEALTH SERVICES	
TRADEMARK			

OP \$240.00 4102215

Property Type	Number	Word Mark
Registration Number:	4086992	NEW CENTURY HOSPICE EMBRACING LIFE
Registration Number:	4086985	NEW CENTURY HOSPICE EMBRACING LIFE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 07/12/2018

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Goldman Sachs USA Bank

- Individual(s)
- Partnership
- Corporation- State: _____
- Other New York State Chartered Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 11, 2018

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Community Health, LLC

Street Address: 655 Brawley School Road, Suite 200

City: Mooresville

State: NC

Country: USA Zip: 28117

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC-DE Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 11, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Carrolton Home Care, LLC, a Delaware Limited Liability Company
655 Brawley School Road, Suite 200
 Mooresville, NC 28117
Citizenship – USA – DE

Curo Health Services, LLC, a Delaware Limited Liability Company
655 Brawley School Road, Suite 200
 Mooresville, NC 28117
Citizenship – USA – DE

RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made, as of July 11, 2018, by GOLDMAN SACHS USA BANK, as administrative agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Administrative Agent”), in favor of COMMUNITY HEALTH, LLC, CARROLTON HOME CARE, LLC and CURO HEALTH SERVICES, LLC (individually, a “Grantor”, and, collectively, the “Grantors”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantors, the other grantors party thereto and the Administrative Agent entered into that certain First Lien Security Agreement, dated as of February 5, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantors entered into certain Trademark Security Agreements, dated as of February 5, 2015 and January 19, 2016, in favor of the Administrative Agent (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was filed with the Trademark Division of the United States Patent and Trademark Office on February 5, 2015 at Reel/Frame 5454/0010 and on January 19, 2016 at Reel/Frame 5712/0008;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the United States Patent and Trademark Office prior to the filing of a “Statement to Use” or “Amendment to Allege Use” with respect thereto, set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Collateral”); and

WHEREAS, the Administrative Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Collateral.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The Administrative Agent, on behalf of the Secured Parties, without any representation or warranty, recourse or undertaking of any kind by the Administrative Agent, hereby absolutely, unconditionally and irrevocably (a) releases, discharges, terminates and cancels the entire lien on and security interest in the Collateral, including the trademark registrations and applications set forth on Schedule A attached hereto, and goodwill associated with such Collateral and the right to receive all Proceeds therefrom, in each case arising under the Security Agreement and the Trademark Security Agreement, and (b) reassigns, reconveys and retransfers to the Grantors any and all right, title and interest the Administrative Agent and/or any of the Secured Parties may have in or to the Collateral.

2. The Administrative Agent, without representation, recourse or undertaking of any kind, terminates and cancels the Trademark Security Agreement.

3. The Administrative Agent agrees to take all further actions, and provide the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation, the execution and delivery of any and all documents and other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. The Administrative Agent hereby authorizes the Grantors or any of their authorized agents to file this Release with the United States Patent and Trademark Office and requests that the Commissioner for Trademarks record this Release.

5. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

6. This Release shall be binding upon the Administrative Agent's and the Secured Parties' representatives, successors, assigns and transferees and is made in favor of and for the benefit of the Grantors and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

**GOLDMAN SACHS BANK USA, as
Administrative Agent**

By: 

Name:

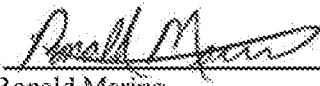
Title:

**Elizabeth Fischer
Authorized Signatory**

[Signature Page to Release of First Lien Security Interest in Intellectual Property (Trademarks)]

**TRADEMARK
REEL: 006377 FRAME: 0994**

COMMUNITY HEALTH, LLC
CARROLTON HOME CARE, LLC
CURO HEALTH SERVICES, LLC

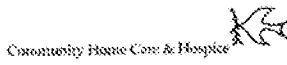

By: 
Name: Ronald Marino
Title: Chief Financial Officer

**SCHEDULE A
TO
RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY**


UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Release of Trademark Security Agreement recorded February 5, 2015 at Reel/Frame 5454/0010

Registrations:


OWNER	REGISTRATION NUMBER	TRADEMARK
Community Health, LLC	4102215	NOW MEANS NOW
Carrolton Home Care, LLC	3043878	COMMUNITY HOME CARE & HOSPICE & Design 
Carrolton Home Care, LLC	3039442	EVERY PATIENT WE CARE FOR STAYS IN OUR HEARTS
Curo Health Services, LLC	4807007 (Serial No. 86428983)	CURO HEALTH SERVICES
Curo Health Services, LLC	4807006 (Serial No. 86428644)	C CURO HEALTH SERVICES & Design 

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Curo Health Services, LLC	86428828	CURO HEALTH SERVICES
Curo Health Services, LLC	86428476	C CURO HEALTH SERVICES & Design 

Release of Trademark Security Agreement recorded January 19, 2016 at Reel/Frame 5712/0008

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
New Century Hospice, Inc.	4086992	NEW CENTURY HOSPICE EMBRACING LIFE 
New Century Hospice, Inc.	4086985	NEW CENTURY HOSPICE EMBRACING LIFE